

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  RON BENDER (SBN 143364), rb@lnbyb.com JACQUELINE L. JAMES (SBN 198838), jlj@lnbyb.com CARMELA T. PAGAY (SBN 195603), ctp@lnbyb.com LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, California 90067 Telephone: (310) 229-1234 Facsimile: (310) 229-1244  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Debtor and Debtor in Possession	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  ELVIN WARDELL MOON,   Debtor(s).	CASE NO.: 2:11-bk-14354-BR CHAPTER: 11  <div style="text-align: center; padding: 20px;"> <b>NOTICE OF SALE OF ESTATE PROPERTY</b> </div>

<b>Sale Date:</b> 10/16/2013	<b>Time:</b> 2:00 pm
<b>Location:</b> United States Bankruptcy Court, Courtroom 1668, 255 E. Temple Street, Los Angeles, California 90012	

**Type of Sale:**  Public  Private      **Last date to file objections:** 10/02/2013

**Description of property to be sold:** Condominium located at 1211 13th Street NW, #806, Washington, D.C.

\_\_\_\_\_

\_\_\_\_\_

**Terms and conditions of sale:** See Purchase and Sale Agreement attached as Exhibit 1 hereto for complete terms and conditions.

\_\_\_\_\_

\_\_\_\_\_

**Proposed sale price:** \$ 345,000.00

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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): See Proposed Overbidding Procedures attached as Exhibit 2 hereto.

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If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

October 16, 2013 at 2:00 p.m., United States Bankruptcy Court  
Courtroom 1668, 255 E. Temple Street, Los Angeles, CA 90012

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Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Jacqueline L. James, Esq.  
Levene, Neale, Bender, Yoo & Brill L.L.P.  
10250 Constellation Boulevard, Suite 1700  
Los Angeles, CA 90012  
Telephone: (310) 229-1234  
Facsimile: (310) 229-1244  
Email: [jjj@lnbyb.com](mailto:jjj@lnbyb.com)

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Date: 09/25/2013

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This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

# EXHIBIT 1

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.**  
**THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.**

**Disclosure of Brokerage Relationship  
District of Columbia**

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does NOT represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned  Buyer(s)/Tenant(s) or  Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are NOT represented by the licensee identified below.

Mina Sultani SP98347591 and COLDWELL BANKER RESIDENTIAL BROKERAGE  
(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

- Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)
- Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)
- Designated Agent of the**  **Buyer(s)/Tenant(s)** or  **Seller(s)/Landlord(s)**  
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged <u>Gregory Neil Haygood Olga Zimonjic Haygood</u>	Date <u>7/25/13</u>
Acknowledged <u>Olga Zimonjic Haygood</u>	Date <u>7/25/13</u>

Name of Person(s): Gregory Neil Haygood Olga Zimonjic Haygood  
I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee) Mina Sultani Date \_\_\_\_\_

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FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Eivin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**Consent for Dual Representation and Designated Representation in the District of Columbia**

(To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
- If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
- Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

I(We) consent to Designated Representation, acknowledging the broker/firm **COLDWELL BANKER RESIDENTIAL BROKERAGE**, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, Mina Sultani, license # SP9834759 as the Designated Representative for the party indicated below:

Sellers(s) or  Buyer(s)  
 Landlord(s) or  Tenant(s)

I (We) do not consent to Designated Representation

I (We) consent to Dual Representation, acknowledging the broker/firm **COLDWELL BANKER RESIDENTIAL BROKERAGE**, and the sales associate, \_\_\_\_\_, license # \_\_\_\_\_ may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the Dual Representatives for the both parties indicated below:

Sellers(s) and Buyer(s)  
 Landlord(s) and Tenant(s)

I (We) do not consent to Dual Representation

Signed: Gregory N. Haygood Date: 7/25/13  
Signed: Olga Zimonjic Haygood Date: 7/25/13

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GCAAR Form # 1001 - DC - Consent for Representation (formerly form #132)

Page 1 of 1

07/2005

CBRB DCR1001AA (9/10/05)

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**Buyer/Tenant Agency Agreement**  
Broker Representation of Buyer/Tenant in Maryland and the District of Columbia

This Agreement is made on 07/23/2013 between  
Gregory Neil Haygood Olga Zimonjic Haygood ("Buyer/Tenant")  
and Coldwell Banker Residential Brokerage ("Broker")  
which assigns Mina Sultani as Agent of the Broker.

In consideration of the services and facilities, the Broker is hereby granted the right to represent the Buyer/Tenant in the acquisition of real property, which shall include cooperatives. As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange, or lease of property. The term Seller/Landlord shall include lessor, optioner and exchanger. The term Buyer/Tenant shall include lessee, optionee and exchangee.

- 1. **AGENCY:** The State of Maryland and the District of Columbia have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have been made available to Buyer/Tenant who acknowledges receipt of those checked below:

**Maryland**

- Understanding Whom Real Estate Agents Represent
- Consent For Dual Agency

**Washington, DC**

- Consent for Dual Representation and Designated Representation

- 2. **PROPERTY SOUGHT BY BUYER/TENANT:** The property shall substantially meet the following requirements:

- Maryland Residential Property
- Maryland Commercial Property
- Washington, DC Residential Property
- Washington, DC Commercial Property

3. **BUYER/TENANT RESPONSIBILITIES:**

- A. **Exclusive Relationship with Broker:** Buyer/Tenant will work exclusively with Broker during the term of this Agreement;
- B. **Financial Information:** Buyer/Tenant will furnish Broker with necessary financial and personal information to reasonably establish Buyer/Tenant's ability to purchase/lease property.
- C. **Signs or Advertisements for Property:** If Buyer/Tenant sees any signs or advertisements for properties being offered for sale/lease, Buyer/Tenant will not contact the Seller/Landlord or agent of the Seller/Landlord but will first contact Agent named herein, who will provide information about the properties and then make arrangements to see them.
- D. **New Home Builders and Open Houses:** In order to avoid the possibility of confusion over the agency relationship and misunderstandings about liability for compensation, Buyer agrees not to make a first visit to any new home builder's model nor contact any other agents representing sellers of new homes without being accompanied by Agent. Also Buyer/Tenant agrees not to enter "Open House" properties unless accompanied by Agent or after having had Agent make arrangements with the Listing Broker.

4. **BROKER RESPONSIBILITIES:** The Agent and Broker agree to:

- A. Use professional knowledge and skills to locate and present real property, which is available for purchase/lease and suitable for the Buyer/Tenant's needs.
- B. Assist Buyer/Tenant through the process of property acquisition/leasing.
- C. Represent the interests of the Buyer/Tenant in all negotiations and transactions regarding the acquisition/leasing of real property.

- 5. **DUAL AGENCY:** In the event of dual agency, when either the Buyer/Tenant or Broker declines to consent in writing to Dual Agency, either party may terminate this Agreement by written notice to the other party.

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Adapted from GCAAR #1341 - MC & DC -  
Buyer/Tenant Agency Agreement (Formerly #912)

Page 1 of 3

5/2012  
CBRB GCR1341BA (05/12)

Printed on Tuesday, July 23, 2013 Mina Sultani 571-331-5909



Buyer(s): Gregory Neil Haygood Olga Zimonic Haygood Property: 1245 13th, NW, Washington, D.C., DC 20005  
Seller(s): Elvin Moon

- D. **Ministerial Acts:** Buyer/Tenant agrees that Broker may perform ministerial acts for the Seller/Landlord. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment.
- E. **Confidentiality of Offers:** Buyer/Tenant acknowledges the possibility that Sellers/Landlord or Seller/Landlord's representatives may not treat the existence, terms or conditions of the Buyer/Tenant's offer as confidential information.

**8. GENERAL PROVISIONS:**

- A. **Laws and Regulations:** Buyer/Tenant acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland. Buyer/Tenant understands that, as a REALTOR®, Broker must adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.
- B. **Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier, or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.
- C. **Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Buyer/Tenant and Broker (or Supervising Manager), and Delivered to the other party.
- D. **Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.
- E. **Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

9. **TERM & TERMINATION:** This Agreement commences when signed and expires at 11:59 p.m. on \_\_\_\_\_ ("Expiration Date"), unless extended in writing, or unless earlier terminated as herein provided. Subject to the obligation of the buyer to pay a fee to Broker upon the termination of this Agreement as set forth in Paragraph 6 above, either party, by giving written notice, may cancel this Agreement so that it will terminate at the end of \_\_\_\_\_ (\_\_\_\_\_) days from the date of receipt of such written notice. If a Contract of Sale is entered into by Buyer during the Buyer Agency Term, which provides for settlement to occur after the expiration of the Buyer Agency Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

**10. ADDITIONAL PROVISIONS:**

- 11. **AGREEMENT AND RECEIPT:** This document and attachments contain the full and entire Agreement between Buyer/Tenant and Broker and supersede any prior or contemporaneous agreements, if any, whether written or oral between the parties, except as checked in Paragraph 1. Each acknowledges receipt of a copy of this Agreement. This Agreement may not be cancelled or modified except in writing that is signed by the parties hereto.
- 12. **AUTHORIZATION TO RELEASE INFORMATION TO MORTGAGE LENDER:** Buyer authorizes Broker to provide Contract of Sale documentation, including addenda, to Buyer's mortgage lender(s) for purposes of executing settlement. Buyer acknowledges and agrees that the provision of documentation from Broker to lender(s) may be by electronic means (via lender(s) access to CBRB's HomeBase<sup>SM</sup> system).  
Buyer Initials GNH / OZH

Gregory Neil Haygood Olga Zimonic Haygood	
Buyer/Tenant	Date
Buyer/Tenant	Date
1245 13th, NW #910	
Address	DC 20005
City	State Zip
Telephone	Email

Coldwell Banker Residential Brokerage	
Buyer Broker (name of Real Estate firm)	
By:	Date
Agent of Broker Mina Sultani	
Broker/Supervising Manager	Date

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Adapted from GCAAR #1341 - MC & DC -  
Buyer/Tenant Agency Agreement (Formerly #912)

Page 3 of 3

5/2012  
CBRB GCR1341BA (05/12)

Printed on Tuesday, July 23, 2013 Mina Sultani 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**REGIONAL SALES CONTRACT**

This SALES CONTRACT ("Contract") is made on 7/25/2013 ("Contract Date")  
between Gregory Neil Haygood Olga Zimonjic Haygood ("Purchaser")  
and Elvin Moon ("Seller") who, among  
other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real  
estate transaction Coldwell Banker Residential Brokerage ("Listing Company") represents Seller,  
and Coldwell Banker Residential Brokerage ("Selling Company") represents  
 Purchaser OR  Seller. The Listing Company and Selling Company are collectively referred to as "Broker." (If the  
brokerage firm is acting as a dual representative for both Seller and Purchaser, then the appropriate disclosure form is  
attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and  
other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **REAL PROPERTY** Purchaser will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in  
the real property (with all improvements, rights and appurtenances) described as follows ("Property"):

TAX Map/ID # 0281//2125 Legal Description: Lot(s) 2125  
Block/Square \_\_\_\_\_ Section \_\_\_\_\_ Subdivision or Condominium Logan Circle  
Parking Space(s) # \_\_\_\_\_ County/Municipality D.C.  
Deed Book/Liber # \_\_\_\_\_ Page/Folio # \_\_\_\_\_  
Street Address 1245 13th, NW  
Unit # 909 City Washington State DC Zip Code 20005

2. **JURISDICTIONAL ADDENDUM** The following Jurisdictional Addendum, if ratified and attached, is made a part of this  
Contract. Jurisdictional Addendum for  DC  VA  MD/County: \_\_\_\_\_  
 Other: \_\_\_\_\_

3. **PRICE AND FINANCING**

A. Down Payment \$ 0

B. Financing

1. First Trust (if applicable) \$ \_\_\_\_\_  
2. Second Trust (if applicable) \$ \_\_\_\_\_  
3. Seller Held Trust \$ \_\_\_\_\_

Addendum attached (if applicable)

TOTAL FINANCING \$ \_\_\_\_\_

SALES PRICE \$ ~~320000~~ 345,000

- C. First Deed of Trust Purchaser will  Obtain OR  Assume a  Fixed OR an  Adjustable rate  
First Deed of Trust loan of the following type:

- Conventional See Addendum Attached  VA See Addendum Attached  
 FHA See Addendum Attached  Other: \_\_\_\_\_  
 This contract is not contingent on Financing.

- D. Second Deed of Trust Purchaser will  Obtain OR  Assume a  Fixed OR an  Adjustable rate Second  
Deed of Trust loan.

- E. Assumption Only Assumption fee, if any, and all charges related to the assumption will be paid by the  
Purchaser. If Purchaser assumes Seller's loan(s): (i) Purchaser and Seller  will, OR  will not obtain a release  
of Seller's liability to the U.S. Government for the repayment of the loan by Settlement, (ii) Purchaser and Seller  
 will, OR  will not obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed  
loans, secondary financing and cash down payments are approximate.

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood Property: 1245 13th, NW, Washington, D.C., DC 20005  
Seller(s): Elvin Moon

4. **DEPOSIT** Purchaser has delivered a deposit ("Deposit") to Coldwell Banker RB ("Escrow Agent") of  \$ 5,000.00 check and/or  \$ \_\_\_\_\_ by note due and payable on \_\_\_\_\_

The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Purchaser agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

5. **DOWN PAYMENT** The balance of the down payment will be paid on or before the Settlement Date by certified or cashier's check or by bank-wired funds. An assignment of funds shall not be used without prior written consent of Seller.

6. **SETTLEMENT** Seller and Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, 8/25/2013 ("Settlement Date") except as otherwise provided in this Contract. Purchaser selects: Capitol Title and Escrow ("Settlement Agent") to conduct the Settlement. (For transactions in Virginia, use the Virginia Jurisdictional Addendum to select the Settlement Agent.) Either party may retain their own legal counsel. Purchaser agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to arrange for ordering the title exam and, if required, a survey.

7. **PROPERTY MAINTENANCE AND CONDITION** Except as otherwise specified herein, Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of  Contract Date OR  Date of home inspection OR  Other: AS-IS. Seller will have all utilities in service through Settlement or as otherwise agreed. Purchaser and Seller will not hold the Broker liable for any breach of this paragraph.

Purchaser acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Purchaser desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)  
OR

Purchaser declines the opportunity to make this Contract contingent upon home inspection(s) and/or other inspections.

Purchaser acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its AS-IS condition as of the date specified above.

8. **ACCESS TO PROPERTY** Seller will provide the Broker, Purchaser, inspectors representing Purchaser and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Purchaser and/or Purchaser's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Purchaser and Seller.

9. **UTILITIES - WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING** (Check all that apply)  
Water Supply:  Public  Private Well  Community Well  
Sewage Disposal:  Public  Septic # BR \_\_\_\_\_  Community Septic  Alternative Septic for # BR:  
Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
Air Conditioning:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_  
Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  Zones \_\_\_\_\_

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
 Seller(s): Ervin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20006

10. **PERSONAL PROPERTY AND FIXTURES** The Property includes the following personal property and fixtures, if 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. If more than one of an item convey, the number of items is noted. The items marked YES below are currently installed or offered.

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

OTHER As it's installed in the property

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:

11. **FINANCING APPLICATION** If this Contract is contingent on financing, Purchaser will make written application for the Specified Financing and any lender required property insurance no later than 7 days after the Date of Ratification. Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company and the Seller general information available about the progress of the loan application and loan approval process. If Purchaser fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable lender requirements except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.
12. **ALTERNATE FINANCING** Purchaser may substitute alternative financing and/or an alternative lender for Specified Financing provided: (a) Purchaser is qualified for alternative financing; (b) there is no additional expense to Seller; (c) the Settlement Date is not delayed; and (d) if Purchaser fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.
13. **PURCHASER'S REPRESENTATIONS** Purchaser  will, OR  will not occupy the Property as Purchaser's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company  is, OR  is not authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Purchaser. Purchaser acknowledges that Seller is relying upon all of Purchaser's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the lender by Purchaser.



FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
 Seller(s): Evin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

14. **TERMITE INSPECTION** The  Purchaser at Purchaser's expense OR  Seller at Seller's expense, will furnish a written report from a pest control firm dated not more than 30 days prior to Settlement showing that all dwelling(s) and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of active termites and other wood-destroying insects, and free from visible insect damage. Any extermination and repairs for damage identified in the inspection report will be made at Seller's expense.
15. **DAMAGE OR LOSS** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance to Purchaser at Settlement.
16. **TITLE** The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and the Deposit will be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Purchaser. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. Seller will convey the Property by general warranty deed with English covenants of title (Virginia); general warranty deed (West Virginia); special warranty deed (D.C. and Maryland) ("Deed"). Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders. The manner of taking title may have significant legal and tax consequences. Purchaser is advised to seek the appropriate professional advice concerning the manner of taking title. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date.
17. **POSSESSION DATE** Unless otherwise agreed to in writing between Seller and Purchaser, Seller will give possession of the Property at Settlement, including delivery of keys, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Purchaser and hereby expressly waives all notice to quit as provided by law. Purchaser will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Purchaser including reasonable attorney fees.
18. **FEES** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided) survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Purchaser, Purchaser's legal fees and any other proper charges assessed to Purchaser will be paid by Purchaser. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording, Transfer and Grantor's Taxes are covered in the appropriate jurisdictional addenda).
19. **BROKER'S FEE** Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.
20. **ADJUSTMENTS** Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the day of Settlement. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Purchaser, unless leased.

FROM

(THU) AUG 1 2013 12:23/ST. 12:20/NO. 6338434064 P. 10

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date and Purchaser will reimburse Seller for existing escrow accounts, if any.

**21. ATTORNEY'S FEES**

- A. If any Party breaches this Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one party to the dispute has breached this Agreement, then all such breaching Parties shall bear their own costs, unless the tribunal determines that one or more parties is a "Substantially Prevailing Party", in which case any such Substantially Prevailing Party shall be entitled to recover from any of the breaching parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto.
- B. In the event a dispute arises resulting in the Broker (as used in this paragraph to include any agent, licensee, or employee of the Broker) being made a party to any litigation by the Purchaser or by the Seller, the Parties agree that the Party who brought the Broker into litigation shall indemnify the Broker for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against the Broker.

**22. PERFORMANCE** Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

**23. DEFAULT** If Purchaser fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Purchaser will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Purchaser's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Purchaser, the Broker may accept and Seller agrees to pay the Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement). If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Purchaser, Purchaser will have the right to pursue all legal or equitable remedies, including specific performance and/or damages. If either Seller or Purchaser refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. Seller and Purchaser agree that no Escrow Agent will have any liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except only in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Purchaser each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct. If either Purchaser or Seller is in default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, Appraisal, survey and the Broker's Fee in full.

**24. OTHER DISCLOSURES** Purchaser and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. The Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Purchaser and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions of this paragraph disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency.

FROM

(THU) AUG 1 2013 12:23/ST. 12:20/NO. 6338434064 P. 11

Buyer(s): Gregory Nell Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20006

Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

- A. **PROPERTY CONDITION** Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: water quality and quantity (including but not limited to, lead and other contaminants); sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of the Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including but without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, Defective Chinese drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.
- B. **LEGAL REQUIREMENTS** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing for such changes to be enforceable.
- C. **FINANCING** Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.
- D. **BROKER** Purchaser and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.
- E. **PROPERTY TAXES** Your property tax bill could substantially increase following settlement. For more information on property taxes contact the appropriate taxing authority in the jurisdiction where the Property is located.
- F. **PROPERTY INSURANCE** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective Purchaser. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.
25. **ASSIGNABILITY** This Contract may not be assigned without the written consent of Purchaser and Seller. If Purchaser and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.
26. **DEFINITION** "Appraisal" means a written appraised valuation of the Property.
- A. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- B. All reference to time of day shall refer to the time of day in the Eastern Time Zone of the United States.
- C. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day.
- D. "Date of Ratification" means the date of final acceptance in writing by Purchaser and Seller, of all the terms of this Contract (not the date of expiration or removal of any contingencies).

FROM

(THU) AUG 1 2013 12:23/ST. 12:20/NO. 6338434064 P. 12

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Eivin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

- E. For "Delivery" and "Notices" definitions, see appropriate Jurisdictional Addendum.
  - F. "Specified Financing" means the loan type(s) and amount(s), if any, specified in the PRICE AND FINANCING paragraph.
  - G. The masculine includes the feminine and the singular includes the plural.
  - H. "Possession Date" - See POSSESSION DATE paragraph.
  - I. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.
27. **MISCELLANEOUS** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.
28. **VOID CONTRACT** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that the Deposit be refunded in full to Purchaser according to the terms of the DEPOSIT paragraph.
29. **HOME WARRANTY**  Yes OR  No  
Home Warranty Policy paid for and provided at Settlement by:  Purchaser OR  Seller.  
Cost not to exceed \$ \_\_\_\_\_ Warranty provider to be \_\_\_\_\_
30. **TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.**
31. **ENTIRE AGREEMENT** This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

32. **ELECTRONIC SIGNATURES** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Contract. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

Seller:            Purchaser MM/ OAH

SELLER:

8-1-13 \_\_\_\_\_ (SEAL)  
Date Signature  
Elvin Moon  
\_\_\_\_\_  
Date Signature

PURCHASER:

7/25/13, MM/ OAH \_\_\_\_\_ (SEAL)  
Date Signature  
7/25/13, Olga Zimonjic Haygood \_\_\_\_\_ (SEAL)  
Date Signature

Date of Ratification (see DEFINITIONS)

For information purposes only:

Listing Company's Name and Address:

Coldwell Banker Residential Brokerage  
7272 Wisconsin Ave Ste 100  
Office # (301) 718-0010 FAX # (301) 941-2323  
MRIS Broker Code and Office ID \_\_\_\_\_  
Agent Name Mina Sultani  
Real Estate License Number & Jurisdiction \_\_\_\_\_  
Agent MRIS ID# MSULTANI  
Team Leader/Agent \_\_\_\_\_  
Agent Email Address msultani@cbmove.com

Selling Company's Name and Address:

Coldwell Banker Residential Brokerage  
7272 Wisconsin Ave Ste 100  
Office # (301) 718-0010 FAX # (301) 941-2323  
MRIS Broker Code and Office ID \_\_\_\_\_  
Agent Name Mina Sultani  
Real Estate License Number & Jurisdiction \_\_\_\_\_  
Agent MRIS ID# MSULTANI  
Team Leader/Agent \_\_\_\_\_  
Agent Email Address msultani@cbmove.com

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FROM

Buyer(s): Gregory Ned Haygood Olga Zimonjic Haygood  
 Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC**  
*(Recommended for the Listing Agreement and required for the Regional Contract)*

Address 1245 13th, NW  
 City Washington State DC Zip 20005 Lot: 2125  
 Block/Square: \_\_\_\_\_ Unit: 909 Section: \_\_\_\_\_ Tax ID # 0281/2125  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: Logan Circle

**PART I. SELLER DISCLOSURE - at time of listing:** The information contained in this Disclosure is based on the Seller's actual knowledge and belief and is current as of the date hereof.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1301, the Seller is exempt from property condition disclosure.  
 Yes  No
2. **D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is ULSSS  
 For further information, the Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.
3. **TENANCY:** Seller represents that property  is OR  is not subject to an existing residential lease or tenancy. If property is tenant occupied, Form #1314 is hereby provided.
4. **CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this property  is OR  is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:  
 Condominium Disclosure/Addendum (GCAAR form #921),  
 Co-operative Disclosure/Addendum (GCAAR form #924) or  
 Homeowners Association Disclosure/Addendum (GCAAR form #923)
5. **UNDERGROUND STORAGE TANK DISCLOSURE:** (Applicable to single family home sales only)  
 In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: N/A
6. **PROPERTY TAXES:** Future property taxes may change. See [https://www.taxpayerservicecenter.com/RP\\_Search.jsp?search\\_type=Assessment](https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment) to determine the applicable rate. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://dtr.cfo.dc.gov/dtr/cwp/view.n.1330.q.594338.asp>

ALL INFORMATION IN HEREIN WAS COMPLETED BY THE SELLER.

Seller Elvin Moon Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**PART II. RESALE ADDENDUM:**

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 GCAAR Form # 1313 Washington DC Jurisdictional Addendum Page 1 of 3  
 (Previously Form #114) 12/2012, edited 6/13  
 CBRB DCR1313AJ (06/13)

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

The Contract of Sale dated 7/25/2013 between Seller Elvin Moon and Buyer Gregory Neil Haygood Olga Zimonjic Haygood is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

**I. LEAD-BASED PAINT REGULATIONS:**

A. **Lead-Based Paint Hazard:** A Seller who fails to give the required Lead Paint - Federal Disclosure ("Federal Lead Disclosure" GCAAR form #907) and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards" (pre 1978 properties) may be liable under Federal law for three times the amount of damages. A Seller who fails to give the required District of Columbia Lead Disclosure ("DC Lead Disclosure" GCAAR form #917) (pre 1978 properties) may be liable under District of Columbia law for civil and criminal penalties, and for damages. The foregoing Federal Lead Disclosure, EPA Pamphlet and DC Lead Disclosure are hereinafter collectively referred to as the "Required Lead Paint Information". The Seller represents that this residential Property  was built prior to 1978 OR  was not built prior to 1978 OR  building date is uncertain. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, this Contract is not complete and not ratified unless, prior to ratification, the Buyer acknowledges receipt of the Required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead Paint Disclosure forms for a period of 3 years following the date of settlement. The Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

\_\_\_\_\_/\_\_\_\_\_/ Seller's Initials GM / OZH Buyer's Initials

B. **Renovation, Repair and Painting Of Property:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>. The Seller and Buyer acknowledge that they have read and understand the provisions of this Section.

\_\_\_\_\_/\_\_\_\_\_/ Seller's Initials GM / OZH Buyer's Initials

2. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, the Buyer is entitled to a Seller's Disclosure Statement (if the Seller is not exempt) and hereby acknowledges receipt of same.

Yes  No  Not applicable

3. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/otr/site/default.asp>. Unless otherwise negotiated, the following will apply:

A. **Real Property:** The Recordation Tax will be paid by the Buyer and the Transfer Tax will be paid by the Seller.

B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between the Buyer and the Seller. There is no Transfer Tax for Co-operatives.

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GCAAR Form # 1313 Washington DC Jurisdictional Addendum  
(Previously Form #114)

Page 2 of 3

12/2012, edited 6/13  
CBRB DCR1313AJ (06/13)

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Ervin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

4. **FOREIGN INVESTMENT TAXES - FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event the Seller is a foreign person (as described above); the Seller will be subject to the withholding provisions of FIRPTA. If the Seller is not a foreign person, the Seller agrees to execute an affidavit to this effect at the time of Settlement.

5. **NOTICES:** All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Representative, or a Designated Representative assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager). Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Representative, or Designated Representative assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business Day following the mailing, unless earlier receipt is acknowledged in writing. The provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, co-operatives and/or homeowners associations as may be required in a separate addendum.

6. **DEFINITIONS:**

A. **Day:** "Day" or "Days" means calendar days unless otherwise specified.

B. **Business Days:** "Business Days", whenever used, means Monday through Friday, excluding federal holidays.

C. **Computation of Time Periods:** For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified.

D. **Date of Ratification:** This Contract shall be deemed ratified when the contract, all addenda and any modifications thereto have been signed and initiated, where required by all parties, and Delivered to the other party pursuant to the Notices paragraph.

E. **As-Is:** Except as otherwise specified herein, the Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of the later of the Contract Date or date of Home Inspection.

Seller Ervin Moon Date 8-1-13 Buyer Gregory Neil Haygood Olga Zimonjic Haygood Date 7/25/13  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer (Olga) Haygood Date 7/25/13

1245 13th, NW #910  
Seller's address  
DC 20005  
Seller's address  
Seller's telephone number  
Seller's facsimile number  
Seller's email address

1245 13th, NW #910  
Buyer's address  
DC 20005  
Buyer's address  
Buyer's telephone number  
Buyer's facsimile number  
Buyer's email address

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GCAAR Form # 1313 Washington DC Jurisdictional Addendum Page 3 of 3  
12/2012, edited 6/13  
CBRB DCR1313AJ (06/13)

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**Addendum of Clauses**

(For use with MAR and Regional Contract)

The Contract of Sale dated 7/25/2013, Address 1245 13th, NW #909  
City Washington, State DC Zip 20005  
between Seller Elvin Moon and  
Buyer Gregory Neil Haygood Olga Zimonjic Haygood is hereby  
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

It is expressly provided that only the numbered paragraphs which are checked and initialed by all Parties shall be made a part of said contract.

- 1. **SELLER'S CREDIT(S) TO BUYER:** In addition to any other amount(s) the Seller has agreed to pay under other provisions of this Contract, the Seller shall credit the Buyer at the time of Settlement with the sum of \$ \_\_\_\_\_ towards Purchaser's settlement costs. It is the Buyer's responsibility to confirm with his Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits the Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.
- 2. **HOME INSPECTION CONTINGENCY:** This Contract is contingent until 9 p.m. on the 27<sup>th</sup> 14 Day after the Date of Ratification ("Deadline") for inspections of the property, not including radon or lead-based paint inspections, which require separate contingencies, by the Buyer, a home inspection firm and/or other representative(s) at the Buyer's discretion and expense. The Seller will have all utilities in service at the time of inspection(s). This contingency will terminate at the Deadline unless by the Deadline the Buyer Delivers to the Seller either A or B:
  - A. A copy of the report(s) from the inspection(s) of the property together with a Home Inspection Notice (see recommended GCAAR Form #1344) listing home inspection conditions or items that the Buyer requires the Seller to repair, and/or stipulating a dollar credit, as allowed by the lender, to be paid at settlement by the Seller toward the Buyer's charges to buy the property.  
  
If the Seller elects not to perform in accordance with the Home Inspection Notice or makes another offer, the Seller will Deliver Notice to the Buyer of such decision within 3 Days after Delivery of the Home Inspection Notice.  
  
Within 3 Days after Delivery of a Notice from one party, the other party may:
    - a) Deliver Notice accepting the terms contained in the other party's Notice; or
    - b) Deliver Notice continuing negotiations by making another offer; or
    - c) Deliver Notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.
 Failure of either party to respond within 3 Days after Delivery of Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.
  - B. Notice declaring this Contract void.
- 3. **GENERAL INSPECTION CONTINGENCY (NO RIGHT TO NEGOTIATE):** This Contract is contingent until 9 p.m. on the 27<sup>th</sup> 14 Day after the Date of Ratification ("Deadline") for satisfactory inspections of the property by the Buyer, a home inspection firm and/or other representative(s) at the Buyer's discretion and expense. The inspection(s) provided for hereunder are for informational purposes only. Unless otherwise agreed to elsewhere in the Contract, this Contingency does not provide the right to request that the Seller make any repairs and/or provide a dollar credit. The Seller will have all utilities in service at the time of inspection(s). In the event of an unsatisfactory inspection, as determined by Buyer in his sole discretion, Buyer may, by Notice to Seller, declare this contract void. In the event such Notice is not given by the Deadline, this Contingency will terminate, and this contract will remain in full force and effect.
- 4. **"AS-IS" PROPERTY CONDITION:** All clauses in this Contract pertaining to termites and wood destroying insects; private well and/or private sewage systems, and compliance with city, state or county regulations are hereby deleted from this Contract. Smoke detectors will be installed as required by the laws or regulations of the appropriate jurisdictions. The provisions of the Property Maintenance and Condition Paragraph will remain in full force and effect.

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GCAAR Form #1332 - MC & DC - Addendum of Clauses

Page 1 of 8

03/2012

CBRB GCR1332AM (03/12)

Printed on Tuesday, July 23, 2013 Mina Sultan 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

5. **RADON INSPECTION CONTINGENCY:** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") to allow the Buyer, at the Buyer's discretion and expense, to have the property inspected for the presence of radon by a Testing Firm listed with the National Radon Safety Board ("NRSB") or the National Environmental Health Association ("NEHA") using a U.S. Environmental Protection Agency ("EPA") approved testing method. Testing and retesting devices, if applicable, to be placed and retrieved by an NRSB or NEHA listed technician or their authorized subcontractor. This contingency will terminate at the Deadline unless by the Deadline, the Buyer Delivers to the Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either A or B:

A. **Radon Testing Notice:** (see GCAAR recommended Form #1363) requiring the Seller at Seller's expense prior to settlement to remediate the radon condition; or stipulating a dollar credit, as allowed by the Lender, to be paid at settlement by the Seller towards the Buyer's charges to buy the Property. In the event that the Seller agrees to remediate the radon condition, such work shall be performed by a NRSB or NEHA listed remediation firm who will provide written verification that the required remediation has been performed, including test results demonstrating that the presence of Radon is below the action level established by EPA.

If the Seller elects not to perform in accordance with the Radon Testing Notice or makes another offer, the Seller will Deliver Notice to the Buyer of such decision within 3 Days after Delivery of the Radon Testing Notice.

Within 3 Days after Delivery of a Notice from one party, the other party may:

- a) Deliver Notice accepting the terms contained in the other party's Notice; or
- b) Deliver Notice continuing negotiations by making another offer; or
- c) Deliver Notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

B. Notice declaring this Contract void.

6. **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification (must be 10 days or such other period as shall be mutually agreeable to the Buyer and Seller) ("Deadline") to allow Buyer, at Buyer's discretion and expense, to have a risk assessment or inspection of the interior and exterior of the subject property for the presence of lead paint and/or lead-based paint hazards ("Inspection"). Such Inspection shall be performed by an individual certified by the Maryland Department of the Environment ("MDE"), for Maryland properties, or the DC Department of Health Lead Based Paint Program, for DC Properties, to conduct such assessment or inspection ("Certified Inspector"). This contingency will terminate at the Deadline unless by the Deadline, Buyer Delivers to Seller a copy of the risk assessment report or inspection report which reveals conditions for which the Certified Inspector recommends corrective action together with either A or B.

A. **Lead-Based Paint Testing Notice:** (see recommended GCAAR Form #1340) identifying specific lead based paint hazards and requiring Seller at Seller's expense prior to settlement to perform requisite corrective action to abate such lead based paint hazards, or stipulating a dollar credit, as allowed by the Lender, to be paid at Settlement by the Seller towards Buyer's charges to buy the Property. In the event Seller agrees to have the corrective action performed, Seller shall furnish, not later than the date of settlement, a written certification by a Certified Inspector demonstrating that the specified conditions have been remedied.

If Seller elects not to perform in accordance with the Lead Based Paint Notice or makes another offer, Seller will Deliver Notice to Buyer of such decision within 3 Days after Delivery of the Lead Based Paint Notice.

Within 3 Days after Delivery of a Notice from one party, the other party may:

- a) Deliver Notice accepting the terms contained in the other party's Notice; or
- b) Deliver Notice continuing negotiations by making another offer; or
- c) Deliver Notice that this Contract will become void at 9 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect.

Failure of either party to respond within 3 Days after Delivery of a Notice from the other party will result in acceptance by both parties of the terms of the most recent Notice.

B. Notice declaring this Contract void.

7. **POST SETTLEMENT AIR CONDITIONING AND/OR SWIMMING POOL INSPECTION CONTINGENCY:**

These provisions shall apply to the following system(s) (the "System") (check appropriate system(s)):  
 the Air Conditioning System; and/or  the Swimming Pool System (defined as the swimming pool and related equipment, including the structural integrity of the swimming pool).

Buyer and Seller agree that the System will convey in normal working order ("Required Condition"). Due to weather conditions, the System located at the Property cannot be adequately tested to ensure that it is in the Required Condition. Buyer and Seller agree that Buyer shall, at his expense, make an inspection of the System at the earliest practicable date, consistent with the weather conditions, but in no event later than the May 31 following ratification

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GCAAR Form #1332 - MC & DC - Addendum of Clauses

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03/2012

CBRS GCR1332AM (03/12)

Printed on Tuesday, July 23, 2013 Mine Summit 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

(the "Final Inspection Date"). Seller's agreement that the System will convey in the Required Condition is hereby extended through the date of the inspection of the System, but in no event later than the Final Inspection Date. Buyer shall give Notice to Seller of the date and time on which the inspection is to be made, and Seller shall have the option of being present or represented at said inspection. The inspection shall be conducted by a heating and air conditioning technician, or pool service company, as appropriate, licensed in the jurisdiction in which the Property is located. Buyer agrees not to attempt to operate the System prior to the scheduled date for the inspection. In the event Buyer attempts to operate the System prior to said inspection, then any warranty hereunder, express or implied, by Seller, shall be deemed to be null and void.

In the event that the aforesaid inspection shows the System to be in the Required Condition, then Seller's obligations hereunder with respect to the System shall be deemed fulfilled. In the event that the aforesaid inspection shows the System not to be in the Required Condition, Buyer shall provide Notice of same to Seller no later than the Final Inspection Date, in which event Seller shall be responsible for the actual cost necessary to place the System in the Required Condition. All remedial action taken hereunder shall be performed in a good and workmanlike manner by a heating and air conditioning contractor or pool service company, as appropriate, selected by Seller who is licensed in the jurisdiction in which the Property is located, and shall be completed within 10 days after Buyer's Notice to Seller ("Seller's Timeframe"). Buyer shall make the Property available at reasonable times for the completion of such work. In the event that the System is not in the Required Condition by the expiration of Seller's Timeframe, Buyer shall be irrevocably authorized to have the required remedial action performed by a contractor meeting the aforesaid qualifications. Upon completion of the remedial action, but no later than 10 days following the expiration of Seller's Timeframe ("Buyer's Timeframe"), Buyer shall provide a Notice to Seller including a copy of the contractor's invoice and instructions as to whether the amount shown in said invoice shall be paid directly to said contractor or to Buyer as a reimbursement for covered expenses. Upon receipt of said Notice, Seller shall immediately make payment as instructed in the Notice.

In the event that any Notice required to be given in this Addendum is not given within the timeframe specified, then Seller's obligations hereunder with respect to the System shall be deemed fulfilled.

8. **HOLDING DEPOSIT CHECK: WARNING: THIS CLAUSE MAY NOT BE USED FOR A MARYLAND TRANSACTION WHEN A REAL ESTATE BROKER IS THE ESCROW AGENT:**

It is understood and agreed by all Parties that the Buyer has instructed the Escrow Agent to hold and not deposit the above described deposit check until \_\_\_\_\_ Days after Ratification at which time said check shall be deposited.

9. **INTEREST-BEARING ACCOUNT DEPOSIT:** The Parties hereto agree and authorize \_\_\_\_\_

Escrow Agent, to place the deposit in an interest-bearing escrow account. Interest shall accrue and be payable to the Buyer at time of settlement. In order to establish an Interest Bearing Account, the Buyer understands that a completed W-9 form and a copy of a government issued photo ID must be given to the Escrow Agent. A Processing fee of \$ \_\_\_\_\_ shall be charged to the party receiving the interest by the above Escrow Agent for this service. In the event of a forfeiture of deposit, any interest accrued shall be payable to the Seller.

10. **APPRAISAL CONTINGENCY: IF THIS CONTRACT IS CONTINGENT UPON FINANCING AND SUCH FINANCING IS DECLINED BASED UPON THE APPRAISAL, THE BUYER WILL NOT BE IN DEFAULT, EVEN IF THIS APPRAISAL CONTINGENCY HAS BEEN REMOVED.**

This Contract IS CONTINGENT until 9:00 p.m. on the \_\_\_\_\_ day after the Date of Ratification ("Deadline") for Buyer to obtain a written appraised valuation of the property (hereinafter "Appraisal") certifying the value of the property to be no less than the sales price (check with your lender, if applicable, to confirm that the Appraisal will be completed by the Deadline). If Buyer is obtaining financing, the Lender shall select the Appraiser. If this is a cash sale, the Buyer shall select the Appraiser. The Appraiser shall be licensed to perform appraisals in the jurisdiction in which the property is located. Seller shall make the property available for inspection by such Appraiser. In the event that the Appraisal is lower than the Sales Price, Buyer has the option of proceeding with this Contract at the stated Sales Price without regard to the Appraisal. However, should Buyer decline to proceed with this Contract at the stated Sales Price (due to the Appraisal being lower than the stated Sales Price), Buyer shall Deliver to Seller, by the Deadline, a Notice (See GCAAR Buyer's Appraisal Notice), requesting that the Sales Price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the written Appraisal ("Buyer's Appraisal Notice"). This Contingency will terminate at the Deadline, unless by the Deadline Buyer Delivers to Seller Buyer's Appraisal Notice.

All Notices Delivered under this Appraisal Contingency shall be treated as follows:  
WITHIN 3 DAYS AFTER NOTICE DELIVERY FROM ONE PARTY, THE OTHER PARTY MAY:

- a) Deliver Notice accepting the terms contained in the other party's Notice; OR
- b) Deliver Notice continuing negotiations by making another offer; OR
- c) Deliver Notice that this Contract will become void at 9:00 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

**FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER NOTICE DELIVERY WILL RESULT IN THE CONTRACT BECOMING VOID.**

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FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

11. **SALE OF THE BUYER'S PROPERTY CONTINGENCY WITH KICK-OUT:** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") upon the sale of the Buyer's property located at \_\_\_\_\_ ("Buyer's Property").

If the Buyer does not satisfy or remove this contingency by the Deadline pursuant to paragraph 11C below, then at any time after the Deadline, but prior to the Buyer satisfying or removing this contingency, either the Seller or the Buyer may declare this Contract void by providing Notice to the other party.

- A. The Seller may continue to offer the Property for sale and accept bona fide back-up offers to this Contract. If during the term of this contingency, a back-up offer is accepted, the Seller will Deliver Notice to the Buyer requiring that this contingency be satisfied or removed pursuant to paragraph 11C below not later than 9 p.m. on the \_\_\_\_\_ Day after Delivery of the Notice, or this Contract will become void.
- B. The Buyer's Property will be listed exclusively and actively marketed by a licensed real estate broker and entered into a multiple listing service within 3 Days after the Date of Ratification at a price not to exceed \$ \_\_\_\_\_.
- C. The Buyer may:
  - a) satisfy this contingency by Delivering to the Seller a copy of the ratified contract for the sale of the Buyer's Property with evidence that all contingencies, other than financing, have been removed or waived, together with a letter from an institutional lender stating that the financing described in the Contract for the sale of Buyer's Property is available to the Buyer in that Contract and, based upon written loan application, a preliminary credit report, and the information provided by that Buyer, the financing should be committed subject to appropriate verification, approval and commitment, or
  - b) remove this contingency by Delivering to the Seller (a) the lender's letter stating that the financing is not contingent in any manner upon the sale and settlement of any real estate or obtaining a lease of any real estate and that the Buyer has sufficient funds available for the down payment and closing costs necessary to complete settlement; or (b) evidence of sufficient funds available to complete settlement without obtaining financing.

D. If the Buyer satisfies the requirements of Paragraph 11C (a) above, this Contract will remain contingent upon the settlement of the sale of the Buyer's Property. Settlement under this Contract may not be delayed more than \_\_\_\_\_ Days after the settlement date (specified in this contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Buyer's Property becomes void, the Buyer will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Buyer may declare this Contract void by Delivering Notice to the other party. This paragraph will survive the satisfaction of the contingency for the sale of the Buyer's Property.

12. **BACK-UP CONTRACT OR OFFER:** This Contract is first back-up to another contract or offer dated \_\_\_\_\_ between the Seller and \_\_\_\_\_ as the Buyer. This Contract shall become the primary contract immediately upon Delivery of Notice from the Seller that the other contract or offer is void along with a copy of the fully executed release. The Buyer may void this back-up contract at any time prior to its becoming primary by Delivering Notice to the Seller. If the contract dated \_\_\_\_\_ settles, this back-up contract will become void. The rights and obligations of the parties under the primary contract are superior to the rights and obligations of the parties to this back-up contract. All timeframes contained in this contract shall not commence until the date this contract becomes primary. Additionally, the date for Settlement will be \_\_\_\_\_ days after the date this contract becomes primary.

13. **SETTLEMENT OF BUYER'S PROPERTY CONTINGENCY:** Settlement on this Contract is contingent upon the settlement on the contract for the sale of the Buyer's Property located at \_\_\_\_\_ ("Buyer's Property"). A copy of said contract is attached evidencing that all contingencies, other than financing, have been removed or waived, together with a letter from an institutional lender stating that the financing described in the Contract for the sale of Buyers Property is available to the Buyer in that Contract and, based upon a written loan application, a preliminary credit report, and the information provided by that Buyer, the financing should be committed subject to appropriate verification, approval and commitment. Settlement under this Contract may not be delayed more than \_\_\_\_\_ Days after the settlement date (specified in this Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then this Contract will become void. If at any time after the Date of Ratification the contract for the sale of the Buyer's Property becomes void, the Buyer will immediately Deliver Notice to the Seller together with evidence of such voiding, at which time either the Seller or the Buyer may declare this Contract void by Delivering Notice to the other party.

14. **OPTION TO KEEP HOUSE ON MARKET WITH KICK-OUT:** The Seller may continue to offer this property for sale and accept bona fide back-up offers to this Contract. If during the contingency period (s) as set forth in paragraph #'s \_\_\_\_\_ of this Contract or paragraph #'s \_\_\_\_\_ of form # \_\_\_\_\_, a back-up offer is accepted, the Seller will Deliver Notice to the Buyer together with a copy of the back-up Contract requiring that said contingency (ies) be satisfied or removed no later than 9 p.m. on the \_\_\_\_\_ Day after Delivery of the Notice, or this Contract will become void.

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03/2012

CCRB GCR1332AM (03/12)

Printed on Tuesday, July 23, 2013 Mina Sullani 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moort

Property: 1245 13th, NW, Washington, D.C., DC 20006

- 15. **CONTINGENT ON THE SELLER PURCHASING ANOTHER HOME:** This Contract is contingent until 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline") to allow the Seller to obtain a ratified contract to purchase another home. This provision will terminate at the Deadline and this Contract will remain in full force and effect unless the Seller declares this Contract void by Delivering Notice to the Buyer by the Deadline.
- 16. **THIRD PARTY APPROVAL:** This Contract is contingent upon the approval of \_\_\_\_\_ by 9 p.m. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline"). If Notice of disapproval is not Delivered to the other party by the Deadline, this contingency will terminate and this Contract will remain in full force and effect. No Notice of approval is required. If Notice of disapproval is Delivered by the Deadline, this Contract will become void.
- 17. **ITEMS TO BE REMOVED:** Notwithstanding the provisions of this Contract, the following fixtures and/or items of personal property shall not convey and shall be removed from the subject property by the Seller prior to settlement and will not be replaced: \_\_\_\_\_
- 18. **POST-SETTLEMENT OCCUPANCY AGREEMENT:** The Parties agree that the Seller shall occupy the property for a period of \_\_\_\_\_ days commencing on the day of settlement at the rate of \$ \_\_\_\_\_ per day. Seller shall pay a security deposit of \$ \_\_\_\_\_ at the time of settlement. The Seller and the Buyer acknowledge that they have read and executed, or will execute at settlement, the GCAAR Post-Settlement Occupancy Agreement and agree to be bound by its terms and provisions. In the event that this is a Maryland transaction and any mortgage on the property is 60 days or more in default, Seller has the right to rescind this Contract within 5 days of all parties signing a Statement of Tenancy (see GCAAR Form #1364).
- 19. **PRE-SETTLEMENT OCCUPANCY AGREEMENT:** The Parties agree that Buyer shall occupy the property prior to settlement commencing on the \_\_\_\_\_ day of \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per day. The Seller and the Buyer acknowledge that they have read and executed, or will execute prior to occupancy, the GCAAR Pre-Settlement Occupancy Agreement and agree to be bound by its terms and provisions.
- 20. **LICENSEE RELATIONSHIP DISCLOSURE:** The Parties acknowledge that \_\_\_\_\_ is a licensed real estate agent in \_\_\_\_\_ (MD/DC/VA) associated with \_\_\_\_\_ (Company) and is the  Buyer  Seller or is  related to one of the parties hereto in the following way: \_\_\_\_\_ and may share in the brokerage fee to be paid.
- 21. **BROKERAGE FEE PAID BY THE BUYER:** It is understood and agreed by all parties that (company name) \_\_\_\_\_, (agent's name) \_\_\_\_\_ is acting as an agent solely representing the Buyer in this transaction ("Buyer's Broker"). The Seller has no obligation to the Buyer's Broker, and does not owe a brokerage fee or other consideration of any nature to said Buyer's Broker. The settlement office is directed to collect from the Buyer funds, at settlement, and to disburse said fee, as per the separate Buyer's Broker Agreement between the Buyer's Broker and the Buyer. This Buyer's Broker's fee is separate and apart from any brokerage fee owed to the Seller's Listing Broker pursuant to the agency paragraph of the contract. The parties acknowledge that the said Buyer's Broker relationship was disclosed to the Seller and/or the Seller's agent prior to showing the property to the Buyer.
- 22. **AGREEMENT BETWEEN UNREPRESENTED SELLER (FSBO/BUILDER) AND BUYER CONCERNING BUYER BROKER FEE:** Sellers acknowledge and agree that (company name) \_\_\_\_\_ and Agent \_\_\_\_\_, represent solely the Buyer in this transaction. The Seller agrees to pay the Buyer's Broker fee of \_\_\_\_\_ % of the sale price OR \$ \_\_\_\_\_ as part of this transaction and hereby irrevocably instructs the settlement agent or attorney to deduct this amount from the Seller's proceeds at settlement and pay the Buyer's Broker's fee on behalf of the Buyer. This fee is separate and apart from any other obligation or brokerage fees unrelated to the Buyer and Buyer Broker that the Seller might owe any other party or Broker. The Parties acknowledge that the Buyer's Agency relationship was disclosed to the Seller prior to showing the property to the Buyer.
- 23. **MASTER PLAN REVIEW FOR MONTGOMERY COUNTY PROPERTIES:** (Except City of Rockville) Notwithstanding any provisions to the contrary, this Contract is contingent until 9:00 P.M. on the \_\_\_\_\_ Day after the Date of Ratification ("Deadline"), to allow the Buyer the opportunity to review the applicable County Master Plan and the municipal land use plan for the area in which the property is located as well as any amendment to either plan and any approved official map showing planned uses, roads and highways, parks and other public facilities affecting the property ("Master Plan"). In the event the Buyer is dissatisfied with anything contained in the applicable Master Plan or municipal land use plan, in the Buyer's sole discretion, the Buyer shall Deliver Notice of disapproval to the Seller on or before the Deadline specified in this paragraph, in which event this Contract shall be void. If such Notice is not Delivered by the Deadline, this contingency shall automatically expire and this contract will remain in full force and effect. (This clause may not be used for property within the corporate limits of the City of Rockville.)

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03/2012  
CBNS GCR1332AM (03/12)

Printed on Tuesday, July 23, 2013 Mina Sultan 671-331-5909

FROM

(THU) AUG 1 2013 12:25/ST. 12:20/NO. 6338434064 P 22

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

24. 1031 EXCHANGE: Parties wishing to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code ("Exchange") are advised to consult an exchange professional.

- Buyer may elect to treat this purchase as part of an Exchange. Seller agrees to cooperate with Buyer in the execution of documents necessary to facilitate the Exchange provided Seller incurs no additional liability, cost or expense. Seller grants permission to assign this Contract to an exchange intermediary.
- Seller may elect to treat this sale as part of an Exchange. Purchaser agrees to cooperate with Seller in the execution of documents necessary to facilitate the Exchange provided Purchaser incurs no additional liability, cost or expense. Purchaser grants permission to assign this Contract to an exchange intermediary.

25. ADDITIONAL PROVISIONS:

As is. Property is rented at the moment and tenant was notified with his first right refusal...

Mortgage Financing

Except as modified by this Addendum, all of the terms and provisions of this Contract are hereby expressly ratified and confirmed and will remain in full force and effect. The captions and headings are for convenience or reference only.

Seller Elvin Moon

Date

Gregory N. Haygood 7/25/13  
 Buyer Gregory Neil Haygood Olga Zimonjic Haygood Date

Seller

Date

Olga Zimonjic Haygood 7/25/13  
 Buyer Date

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03/2012  
CBBB GCR1332AM (03/12)

Printed on Tuesday, July 23, 2013 Mila Suttari 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
 Seller(s): Ewin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT



To: Consumer  
 From: Coldwell Banker Residential Brokerage

Thank you for contacting us, your local Coldwell Banker Residential Brokerage office (hereinafter Broker), in connection with the purchase or sale of a home or other property. This is to give you notice that Broker has a business relationship with the companies listed in this Statement, in that each of the companies is wholly or partially owned either directly or indirectly by NRT LLC or by Realty Corporation. Realty Corporation indirectly wholly owns NRT LLC, a parent company of your local Broker and other brokerage offices throughout the nation. Realty Corporation also owns the franchisor of the Better Homes & Gardens®, Coldwell Banker®, Coldwell Banker Commercial®, Century 21®, ERA® and Sotheby's International Realty® systems. Because of these relationships, the referral of business to these companies may provide us, our employees or other related parties noted herein a financial or other benefit.

In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry).

We have set forth below the services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your 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 THE BEST RATE FOR THESE SERVICES.

Companies	Settlement Services	Estimate of Charges Generally Made by Provider <sup>1</sup>																																																
Coldwell Banker Home Loans Provides a full range of residential first mortgage loan products and services.	Loan origination fee <sup>2</sup> Loan discount fee/points <sup>3</sup> Application fee	0 - 2% of loan amount 0 - 5% of loan amount \$0 - \$450																																																
NRT Insurance Agency, Inc. Provides insurance agency services for homeowners insurance.	Homeowner's insurance premium	Rates range from \$1.00 to \$5.00 per \$1,000 of coverage, depending on type of construction and location of Property.																																																
Mid-Atlantic Settlement Services, LLC NRT Title Services of Maryland, LLC Provides searches of public records that bring to your attention any known problems with the property's title before closing, and insures against loss due to certain title defects. MD only: In addition, through Short Trac, provides services in connection with short sale transactions.	Title insurance premium          Coordinates and submits short sale documents	Maryland, District of Columbia and Virginia enhanced coverage policy rates per \$1,000 of purchase price or of loan amount (if only lender's policy is taken):  <table border="1"> <thead> <tr> <th rowspan="2">Cumulative Coverage Amounts</th> <th colspan="3">Owners and Lenders Policy, Simultaneous Issuance</th> <th colspan="3">Lenders Policy Only</th> </tr> <tr> <th>MD</th> <th>DC</th> <th>VA</th> <th>MD</th> <th>DC</th> <th>VA</th> </tr> </thead> <tbody> <tr> <td>Up to \$250,000</td> <td>\$4.67</td> <td>\$5.84</td> <td>\$4.66</td> <td>\$2.78</td> <td>\$4.50</td> <td>\$3.90</td> </tr> <tr> <td>\$250,001-\$500,000</td> <td>\$3.97</td> <td>\$6.12</td> <td>\$4.44</td> <td>\$2.21</td> <td>\$3.60</td> <td>\$2.70</td> </tr> <tr> <td>\$500,001-\$1,000,000</td> <td>\$3.34</td> <td>\$6.40</td> <td>\$4.08</td> <td>\$1.94</td> <td>\$3.30</td> <td>\$2.40</td> </tr> <tr> <td>\$1,000,001-\$5,000,000</td> <td>\$2.65</td> <td>\$4.68</td> <td>\$2.70</td> <td>\$1.68</td> <td>\$2.70</td> <td>\$1.25</td> </tr> <tr> <td>Over \$5,000,000</td> <td>\$2.21</td> <td>\$3.96</td> <td>\$2.52</td> <td>\$1.31</td> <td>\$2.10</td> <td>\$1.10</td> </tr> </tbody> </table> Minimum premium \$166.80 \$274.00 \$102.96 \$111.20 \$180.00 \$101.50 Simultaneous issue \$50.00 \$150.00 \$150.00 Fee for title exam and title commitment \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 Short Trac Fee \$600.00 - \$900.00 \$600.00 - \$900.00	Cumulative Coverage Amounts	Owners and Lenders Policy, Simultaneous Issuance			Lenders Policy Only			MD	DC	VA	MD	DC	VA	Up to \$250,000	\$4.67	\$5.84	\$4.66	\$2.78	\$4.50	\$3.90	\$250,001-\$500,000	\$3.97	\$6.12	\$4.44	\$2.21	\$3.60	\$2.70	\$500,001-\$1,000,000	\$3.34	\$6.40	\$4.08	\$1.94	\$3.30	\$2.40	\$1,000,001-\$5,000,000	\$2.65	\$4.68	\$2.70	\$1.68	\$2.70	\$1.25	Over \$5,000,000	\$2.21	\$3.96	\$2.52	\$1.31	\$2.10	\$1.10
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Over \$5,000,000	\$2.21	\$3.96	\$2.52	\$1.31	\$2.10	\$1.10																																												

<sup>1</sup>Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits, other requested terms and services, unusual market conditions, government regulations, property location and features, and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly. Where required by state law, current rates for insurance are filed with the applicable state agency, and depending upon the circumstances, may vary from the rates shown above.

<sup>2</sup>There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive a Good Faith Estimate within 3 days of submission of your loan application which will provide you with detailed information of the anticipated charges associated with your loan.

<sup>3</sup>The loan discount fee/points are affected by the loan interest rate.

Although not affiliated business arrangements, please also note that Broker may have other business relationships, and that certain products or services may be available such as the Coldwell Banker Home Protection Plan ("CB Plan"), provided by American Home Shield Corporation or its affiliates ("AHS"), as well as other products and services. Broker, its employees and its affiliate(s) may receive a financial or other benefit from these business relationships, including for products or services they provide. You are not required to buy any of these other products or services, including a CB Plan or other home protection plan and, if you want to purchase any such products or services, you are not required to buy them from any particular provider, including AHS.

## ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

I/We have received the Affiliated Business Arrangement Disclosure Statement from Broker and understand that Broker may refer me/us to the settlement service providers listed in this Statement. Broker, its employees and its affiliate(s) may receive a financial or other benefit as the result of that referral.

Gregory N. Haygood 7/25/13  
 Name Date

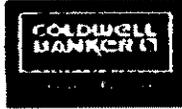
Olga Zimonjic Haygood 7/25/13  
 Name Date

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FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**Disclosure Regarding FDIC Coverage**

Coldwell Banker Residential Brokerage ("CBRB") deposits funds received on your behalf in state or federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The funds will be held in the bank set forth below:

- Earnest Money Deposits for Contracts of Sale in MD, DC, VA, PA, DE and WVA: Wells Fargo
- Rental Security Deposits in MD and DE: PNC Bank
- Property Management Security Deposits and Rent in DC Metro Area: Bank of America
- Property Management Security Deposits and Rent in Baltimore Metro Area: Wells Fargo

FDIC deposit insurance coverage applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank. For example, funds held on your behalf in an account maintained by us will be combined with any individual accounts held directly by you at the same bank. You are responsible for monitoring the total amount of deposits that are owned directly or indirectly by you in any one bank. If you have questions about FDIC deposit insurance, contact your financial or legal advisors or go to <http://www.fdic.gov/deposit/deposits/index.html>. We do not guarantee the solvency of any bank into which funds are deposited and we assume no liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC deposit insurance limit.

I acknowledge the foregoing disclosure and agree to CBRB depositing and investing any funds I provide to CBRB as described above.

*M. N. H. P.*  
Customer/Client Signature

7/25/13  
Date

*Olga Z. Haygood*  
Customer/Client Signature

7/25/13  
Date

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

**ADDENDUM - D.C. RECORDATION TAX  
ON THE SALE AND TRANSFER OF A CO-OPERATIVE UNIT**

This ADDENDUM dated 07/23/2013 hereby amends the Sales Contract dated 7/25/2013 between Elvin Moon hereinafter called "Seller" and Gregory Neil Haygood Olga Zimonjic Haygood hereinafter called "Purchaser", for the sale and purchase of Unit No. 909 and Parking/Garage Space No. \_\_\_\_\_ in that Cooperative known as 1245 13th, NW, Washington, DC 20005 and located at 1245 13th, NW, Washington, DC 20005 by adding the following with respect to the D.C. Recordation Tax levied on the sale and transfer of a co-operative unit:

DC Bill 18-203 has amended the District of Columbia Deed Recordation Tax Act of 1962, approved March 2, 1962 (76 Stat. 11; D.C. Official Code § 42-1101 et seq.) as follows:

"Notwithstanding any other provision of this act, a transfer of shares in a cooperative housing association in connection with the grant, transfer, or assignment of a proprietary leasehold or other proprietary interest, in whole or in part, shall be a transfer of an economic interest."

Section 303(a)(2) (D.C. Official Code § 42-1103(a)(2)) is amended by striking the period and inserting the phrase " provided, that in the case of a transfer of shares in a cooperative housing association that is in connection with a grant, transfer, or assignment of a proprietary leasehold or other proprietary interest, in whole or in part, where the consideration allocable to the real property is less than \$400,000, the rate of tax shall be 2.2% and if equal to or greater than \$400,000, the rate of tax shall be 2.9%."

The effective date for DC Bill 18-203 is October 1, 2009.

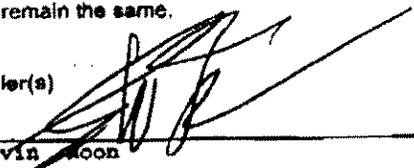
Unless otherwise stated, Seller and Purchaser hereby agree to split the Recordation Tax equally (50/50) which will be collected at settlement from both parties. The Recordation Tax will be paid to the DC Recorder of Deeds accompanied by an Economic Interest Deed which will be executed by Seller and Purchaser at settlement. All fees and recording costs pertaining to the filing of said Deed shall be paid by Purchaser.

All other terms and conditions contained in said Sales Contract shall remain the same.

Witness

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

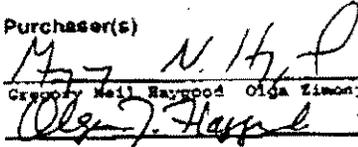
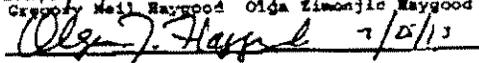
Seller(s)

  
Elvin Moon

Witness

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

Purchaser(s)

  
Gregory Neil Haygood Olga Zimonjic Haygood  
 7/25/13

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
 Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



**Some Information Relative to the Purchase of Real Estate**  
 (For use in Montgomery County, MD and Washington, DC)

This information is provided to assist Buyers prior to entering into a contract for the purchase of residential real property. Buyers should investigate any areas of concern prior to making an offer to purchase.

1. **LEGAL REQUIREMENTS:** All contracts for real property are required to be in writing to be legally enforceable. The "Maryland Association of Realtors® Residential Contract of Sale" (MAR) is for use in Maryland and the "Regional Sales Contract" (Regional) is for use in Maryland and Washington, DC. Appropriate jurisdictional and other addenda are required with each contract. Buyers have the right to have legal counsel review these forms.
2. **AGENCY RELATIONSHIPS:** All Buyers must be provided written disclosures about various Agency relationships on forms specified by each jurisdiction. If Buyers choose to have an agent represent them, they must enter into a written Buyer Agency Agreement.
3. **FAIR HOUSING:** In compliance with Federal Fair Housing regulations, properties shall be made available to all persons without regard to race, color, religion, national origin, sex, handicap and familial status. Washington, DC and Montgomery County, MD both recognize additional protected classes.
4. **LAND USE:** Land uses may be restricted or impacted on some properties by covenants, easements, zoning, subdivision regulations, historic preservation regulations, environmental laws, airport noise, planned land uses, road or highway rights of way, federal, state, county and/or local or municipal restrictions or statutes, or other regulations. To ascertain how such restrictions may impact the use of a specific property, information should be sought through the appropriate government agency and/or a title search.
5. **PROPERTY TAXES:**
  - A. **Tax Bill Increases:** Your property tax bill could increase substantially following settlement. For owner-occupied properties, both Maryland and Washington, DC have programs (Homestead Exemption) which limit the amount that taxes on real property may increase from one year to the next. Once the property transfers to a new owner, the prior limits are removed which may result in a significant increase in the tax bill. Subsequent to your settlement, you may apply to have the Homestead Exemption reinstated.
  - B. **Right of Appeal:** You have the right to appeal the next year's property tax assessment within strict timeframes following settlement. For more information on property taxes, contact the Maryland State Department of Assessments and Taxation, the Montgomery County Department of Finance or the District of Columbia Office of Tax and Revenue.
  - C. **Disclosure of Future Property Taxes:** Montgomery County Law requires a Seller to disclose the estimated amount of the tax bill for the first fiscal year following settlement. While Washington, DC does not have such a requirement, the following year's assessment is available from the District of Columbia Office of Tax and Revenue prior to the issuance of the tax bill.

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GCAAR #1318 - MD &amp; DC - Some information

Page 1 of 3

1/2011  
CBRB GCR1318IA (02/11)

Printed on Tuesday, July 23, 2013 Mina Sultan! 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
 Seller(s): Elvin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005

6. **INSPECTIONS:** Buyers may include in their offer the right to employ a professional engineer, home inspection specialist, environmental firm or other expert(s) of their choice to inspect the property for possible hazardous substances, building material concerns and defects. Hazardous substances and building materials of concern may include, but are not limited to, asbestos, cleaning chemicals, indoor pollutants, lawn and garden chemicals, lead, mold spores, paint, radon, radium, fire retardant treated plywood (FRT), polybutylene pipes, and synthetic stucco (EIFS). Other factors may include contaminated groundwater, nearby landfills and other disposal sites, industrial sites, and noxious air or aircraft flight noise. Agents do not have the technical expertise to advise Buyers of the presence of such factors or whether or not they pose a problem. Buyers may obtain information from specialists or governmental agencies. In Maryland, home inspectors are required to be licensed.
7. **TENANT RIGHTS:** Properties located in Washington, DC and within the City of Takoma Park, Maryland that are tenant-occupied or otherwise defined as residential rental property (Rental Accommodation) will be subject to certain restrictions, regulations and requirements at the time of resale. These restrictions may include, but are not limited to: Tenant First Right of Refusal to Purchase the Rental Accommodation, DC Tenant Opportunity to Purchase Act, the obligation to provide documentation and reports relative to the licensing of the Rental Accommodation. Properties under lease may have other contractual obligations. It is imperative that a Buyer be familiar with the complexities of purchasing a tenant-occupied property prior to entering into a contract.
8. **FINANCING:** Mortgage rates, fees and products vary considerably among financial institutions. Buyers have the right to select the lender and to negotiate the terms and conditions of their loan.
9. **WARRANTY:** A number of companies provide home warranty programs with various types of coverage and deductibles. Consult your agent for further information.
10. **PROPERTY INSURANCE:** Property insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy, as well as the number and nature of claims made by a prospective Buyer.
11. **CRIMINAL ACTIVITY:** Information about criminal activity or the presence of registered sexual offenders who live within the vicinity of a property may be obtained by contacting the state, county or municipal police departments in which the Property is located and National/State Sex Offender Registry. Buyer is solely responsible for conducting the investigation of these facts. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of a property, whether acting as the agent for Seller or Buyer, has or assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.
12. **HOMEOWNER ASSOCIATIONS, CONDOMINIUMS, COOPERATIVES DISCLOSURES:**
- A. **Maryland:** If the property is a condominium, or part of a homeowner association which has the right to impose a mandatory fee, the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package"). The Buyer is then entitled to a non-waivable period to review the Resale Package, during which the Buyer has the right to void the contract. If the property is a cooperative unit, and the GCAAR Cooperative Resale Addendum is incorporated into the contract, the Buyer would have similar review and rescission rights.
- B. **Washington, DC:** If the property is a condominium, the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package"). The Buyer is then entitled to a non-waivable period to review the Resale Package, during which the Buyer has the right to void the contract. If the property is a cooperative unit or part of a homeowner association, and the GCAAR Cooperative Resale Addendum or Homeowner Association Resale Addendum, as applicable, is incorporated in the contract, the Buyer would have similar review and rescission rights.

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GCAAR #1318 - MD & DC - Some Information

Page 2 of 3

1/2011  
 CBRB GCR1318IA (02/11)

Printed on Tuesday, July 23, 2013 Mina Sultani 571-331-5909

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Evin Moon

Property: 1246 13th, NW, Washington, D.C., DC 20005

13. **PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** Sellers are required to disclose known latent defects, even if the property is sold in "as is" condition.

- A. **Maryland:** The State of Maryland requires Sellers (with limited exceptions) to complete and furnish to the Buyer the "Maryland Property Disclosure and Disclaimer Statement".
- B. **Washington, DC:** In Washington, DC, Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Sellers Disclosure Statement". Should the required statements not be completed and provided prior to contract ratification, the Buyer has a statutory period to void the contract after receipt of the required Statement. Information provided is based on actual knowledge of the Seller and should not be considered as a substitute for the Buyer having an inspection by a home inspection specialist, environmental firm or an engineer.

14. **TRANSFER AND RECORDATION FEES:**

- A. In Washington, DC unless otherwise negotiated in the contract, the recordation tax is paid by the Buyer and the transfer tax paid by the Seller.
- B. With the exception of a First Time Maryland Owner-Occupant Home Buyer, Maryland law requires that, unless otherwise negotiated in the sales contract, the cost of any recordation tax or State and County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a First Time Maryland Owner-Occupant Home Buyer, the Buyer's portion of the State transfer tax is waived, and unless negotiated otherwise, the Seller pays all of the transfer and recordation taxes.

15. **VACANT PROPERTY REGISTRATION:** Sellers are advised that Properties classified as "Vacant" or "Blighted" by the District's Department of Consumer and Regulatory Affairs ("DCRA") are subject to a registration fee and/or a substantially higher tax rate unless they qualify for a statutory exemption. Owners of Properties that are actively seeking to rent or sell their property may qualify for exemption. Further information can be found on www.dc.gov.

16. **GOVERNMENT REGULATIONS DISCLOSURE:** The State of Maryland and Montgomery County require Sellers to make many disclosures regarding taxes on the property and on laws and regulations that may restrict or affect land use. Buyers of property located in Montgomery County should receive a completed and signed "Government Regulations, Easements and Assessments Disclosure" prior to entering into a contract.

I/we acknowledge receipt of this notice from Mina Sultani (Agent), affiliated with

Coldwell Banker Residential Brokerage (Broker)

Phone(s): (301) 718-0010

Gregory Neil Haygood Olga Zimonjic Haygood

Buyer (printed name)

Date

Gregory N. Haygood 7/25/13  
Signature

Buyer (printed name)

Date

Olga Z. Haygood 7/25/13  
Signature

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GCAAR #1318 - MD & DC - Some Information

Page 3 of 3

1/2011  
CBRB GCR1318/A (02/11)

Printed on Tuesday, July 23, 2013 Mina Sultani 571-331-5900

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Elvin Moon

Property: 1246 13th, NW, Washington, D.C., DC 20005



# YOUR REAL ESTATE TRANSACTION ONLINE

## SECURE AND CONVENIENT ACCESS TO YOUR TRANSACTION INFORMATION

### EFFICIENT AND EASY TO USE

- Important documents are uploaded and stored in the HomeBase<sup>SM</sup> system
- View Activities and services related to your purchase or sale
- Convenient features such as automated email alerts and messaging keep you informed

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Printed on Tuesday, July 23, 2013 Mina Sultan 671-331-5009

CBRB CB100IC (04/11)

FROM

(THU) AUG 1 2013 12:28/ST. 12:20/NO. 6338434064 P 31

## When you hire me as your agent, Coldwell Banker Residential Brokerage and/or one of our partners may contact you for the following reasons:

1. Our sister company, NRT Insurance, may contact you to offer a quote for home insurance. This is a great opportunity to compare quotes so you can get the best coverage for your new home.
2. We will invite you into the Realogy *HomeBase*<sup>SM</sup> system, our secure online transaction management system, that allows you 24 hour a day access to the documents related to the sale of your home.
3. Coldwell Banker Concierge<sup>®</sup> may send you an email with links to our online utility connections and approved licensed and bonded service providers. Our goal is to provide you with easy access to services for your home.
4. Coldwell Banker Residential Brokerage will email you a satisfaction survey. By completing this survey, you can help us continue to improve our service.
5. When you purchase a home from Coldwell Banker Residential Brokerage, a postcard will be mailed to you offering a 10 percent discount on purchases and installation services from Lowe's. We want to help you customize the look of your new home and help save you money.

The fact that your home is for sale is typically public knowledge, and many service providers unrelated to Coldwell Banker Residential Brokerage may contact you to offer goods and services. We do not sell or provide your contact information to anyone outside of our company. If you are contacted by any company other than those listed above, please know they did not receive your information from Coldwell Banker Residential Brokerage.



RESIDENTIAL BROKERAGE

cbmove.com

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Printed on Tuesday, July 23, 2013. Mine Sultani, 571-331-5809

CBRB CB34041C (04/11)

FROM

Buyer(s): Gregory Neil Hayward Olga Zimonic Hayward Property: 1245 13th NW Washington, DC, DC 20005

The Coldwell Banker Residential Brokerage

# BUYER SERVICES GUARANTEE

This Coldwell Banker Buyer Services Guarantee is the commitment that Coldwell Banker Residential Brokerage and your Coldwell Banker Residential Brokerage Sales Associate will perform the services stated below as part of your representation agreement.

Buyer(s): Gregory Neil Hayward Olga Zimonic Hayward

Buyer(s) Address: 1245 13th, NW #910, DC, DC 20005

Phone: Home: \_\_\_\_\_ Office: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

## COUNSELING SERVICES

### Buyer Counseling Session

We will conduct a buyer counseling session to discover your needs and goals.

### Buyer Representation

We will discuss the nature of your buyer representation choices. We will also present and explain the representation agreement and the special services and benefits it offers.

### Property Selection

Based on your input from the counseling session, we will work to select properties to fit your needs for you to consider in accordance with all state and federal laws.

### Home Showings

We will assist you in reviewing properties currently on the market and we will take you to those you select to obtain your feedback.

### Home Evaluation

We will discuss the known positive and negative factors that may affect the value and future resale of properties for which you have an interest.

### Personal and Timely Response

We will return your phone and e-mail messages on a timely basis.

### Determining Purchasing Power

We will offer to arrange a pre-approval session with a reputable mortgage lender to identify your range of affordability and to increase your negotiating strength.

## CUSTOMER SERVICE

### Property E-mail Alert Service

We will register you with our property e-mail alert service on the company's web site or a similar service, to provide you with e-mail notifications of new listings that meet your specifications listed by any REALTOR® in the area.

### Coldwell Banker Concierge®

We will provide you with privileges to access our timesaving, pre-screened vendor network for home and move-related services before, during and after the purchase of a property to help make your move into your home as easy as possible.

### Coldwell Banker Home Protection Plan

We will explain to you the benefits and options of a home warranty to reduce your risk of repair costs after purchasing a property.

## CONTRACT GUIDANCE

### Negotiation Strategy

We will explain negotiation strategies for the property you have selected.

### Offer Presentation

We will arrange to have your purchase offer presented to the seller.

### Home Inspections

We will recommend that you obtain professional building and termite inspections and provide you the name of a reputable inspector.

### Home Inspection Remedies

We will work with you to request remedies for items in the home or termite inspection reports as specified in the offer to purchase.

## TRANSACTION MANAGEMENT

### HomeBase™ Property Information Online Account

We will set up a secure personal web site account allowing you online access to transaction information and documents long after your sale has closed.

Should Coldwell Banker Residential Brokerage not perform the services as stated above, prior to entering into an agreement to purchase a property, you are entitled to terminate the representation agreement. Please keep in mind that state and local regulations and practices may restrict some services. You must present written termination in person to the manager of the sales office. You also agree to provide Coldwell Banker Residential Brokerage an opportunity to correct the situation within two business days following the delivery of the termination notice. If the representation agreement with you is terminated, the termination provisions of the representation agreement shall apply. This guarantee of services is limited to non-monetary benefits and does not entitle the buyer to any monetary right should the services be breached or terminated.

Sales Associate: Mina Sultani Date: \_\_\_\_\_

Buyer: Gregory Neil Hayward Olga Zimonic Hayward Date: 7/25/13

Buyer: Olga Zimonic Hayward Date: 7/25/13

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CBRB CB565IC (09/10)

FROM

Buyer(s): Gregory Neil Haygood Olga Zimonjic Haygood  
Seller(s): Emin Moon

Property: 1245 13th, NW, Washington, D.C., DC 20005



RESIDENTIAL BROKERAGE

Associate: Mina Sultani

BVP: \_\_\_\_\_

OA or Staff Processor: \_\_\_\_\_

Date: \_\_\_\_\_

Property: 1245 13th, NW #909  
Washington DC 20005

**New Sale Contract Checklist**

**Congratulations on your sale!**

Please ensure that all of the forms listed below are included when the package is submitted to the office staff.  
Thank you.

Included  
Required

- Contract cover page (CB1IC)
- GCAAR agency-disclosure of brokerage relationship (DCR1002AA)
- GCAAR agency-consent for dual and designated representation (DCR1001AA)
- GCAAR agency-buyer agency agreement (GCR1341BA)
- GCAAR regional sales contract (GCR1301SA)
- ✓ GCAAR jurisdictional addendum (DCR1313AJ)
- ✓ GCAAR addendum of clauses for MAR residential contract & regional sales contract (GCR1332AM)
- ✓ CBRE affiliated business arrangement disclosure statement (RESPA) (CB393DM)
- ✓ CBRE disclosure regarding FDIC coverage (CB395DM)
- Finance-Preferred Mortgage buyer financing acknowledgement (WDC396NF)
- ✓ DC recordation tax on the sale and use of a co-operative unit addendum (DC101AC)
- ✓ American Home Shield (AHS) home warranty application (DMV107WW)
- ✓ GCAAR information relative to purchase of real estate (GCR1318XA)
- HomeBase Transaction Management Program (CB100IC)
- CBRE or partners may contact you (CB3404IC)
- CBRE buyer services guarantee (CB565IC)
- CBRE case processing sheet (CB1000F)
- ✓ CBRE new sale contract checklist (CBlist30F)

Comments:

ADDENDUM TO SALES CONTRACT

1. Buyers acknowledge that: (a) they has been advised that the Seller Elvin W. Moon is a debtor in possession in a Chapter 11 bankruptcy case (Case No. 2:11-bk-14354-BR) pending in the United States Bankruptcy Court for the Central District of California Los Angeles Division (the "Bankruptcy Court"); (b) Seller Sharon Moon is not in bankruptcy; (c) the acceptance of the offer made by Buyers as described in the Sales Contract dated July 25, 2013 (the "Offer") to Elvin W. Moon and Sharon Moon (the "Sellers") and the purchase and sale of the real property located at 1245 13<sup>th</sup>, NW, #909, Washington DC 20005 (the "Property") is subject to the Bankruptcy Court's approval; (d) the Court may require further marketing of the Property; and (e) the sale of the Property will be subject to overbidding (i.e. the opportunity for others to make higher and better offers). The Offer once accepted by the Sellers will be referred to herein as the "Purchase Agreement".)
2. Notwithstanding anything that may be otherwise reflected in the Purchase Agreement, the sale shall be "as-is" and "where is" with no warranties or representations or recourse whatsoever. If any state or local ordinance laws require that the Property be brought into compliance, the Buyers, at their sole expense, shall comply with and pay for, such requirements. The Buyers acknowledge that they are each familiar with the Property and that the Buyers have previously viewed the Property.
3. Notwithstanding anything that may be otherwise reflected in the Offer, the Buyers shall have a due diligence contingency period as described in Paragraph 4 of this Addendum. Once that period expires, the sale of the Property will be without any further contingencies of the Buyers with the exception of the financing contingency (if any) described in Paragraph 25 of the Offer.
4. The Buyers, at their sole expense, shall have until September 11, 2013 at 5:00 p.m. (the "End of the Due Diligence Period"), to conduct and obtain the results of all investigations, appraisals, and tests and complete all due diligence which the Buyers believe to be required with respect to the purchase of the Property. At any time prior to and including the End of the Due Diligence Period, the Buyers may advise the Sellers in writing of their election to withdraw from, or terminate, the Purchase Agreement and receive a full refund of their deposit towards the purchase (the "Due Diligence Contingency").
5. In the event that the Buyers fail to tender such a writing to the Sellers informing the Sellers of Buyers' election to withdraw from, or terminate, the Purchase Agreement, by the End of the Due Diligence Period, the Due Diligence Contingency will be considered waived.

- 6. As soon as practically possible following the removal or waiver of the Due Diligence Contingency (described in Paragraph 4 above), Mr. Moon shall file a motion with the Bankruptcy Court on regular (21-day) notice to creditors seeking the entry of an order of the Bankruptcy Court approving the Purchase Agreement and authorizing the purchase and sale of the Property to Buyers.
- 7. Notwithstanding anything that may be otherwise reflected in the Purchase Agreement, the Buyers and the Sellers agree that the closing of escrow shall occur by no later than fifteen (15) calendar days following the entry of an order of the Bankruptcy Court approving the purchase and sale of the Property to Buyers.
- 8. In the event that the Bankruptcy Court does not approve the Purchase Agreement and/or the purchase and sale of the Property to Buyers, the Purchase Agreement shall be considered null and void and the Buyers' deposit towards the purchase (the "Deposit") shall be immediately returned to the Buyers.
- 9. Notwithstanding anything otherwise reflected in the Offer, in the event that the Buyers fail to perform by reason of the Buyers' default, Sellers shall be entitled to: (1) retain the Deposit; or (2) seek damages in connection with the Buyers' breach of the Purchase Agreement by failing to perform.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed on the dates indicated below.

(Buyer) Gregory Neil Haygood

*Gregory Neil Haygood*  
DATE: 9/18/13

(Buyer) Olga Zimonjic Haygood

*Olga Zimonjic Haygood*  
DATE: 7/9/13

(Seller) Elvin W. Moon, Debtor in Possession

*Elvin W. Moon*  
DATE: 9/26/13

(Seller) Sharon Moon

\_\_\_\_\_  
DATE: \_\_\_\_\_

## EXHIBIT 2

**PROPOSED OVERBID PROCEDURES FOR PURCHASE OF**

**1211 13<sup>TH</sup> STREET NW, #806, WASHINGTON, D.C.**

1. Anyone interested in submitting an overbid with respect to the purchase of the Property must attend the hearing on the Motion or be represented by an individual at the hearing (either in person or telephonically) with authority to participate in the overbid process.

2. An overbid will be defined as an initial bid of \$350,000 (the "Initial Overbid") or higher with each additional overbid to be in \$5,000 increments.

3. Overbidders, except for the Stalking Horse Bidder, must deliver to the Debtor's attorneys, Levene, Neale, Bender, Yoo & Brill LLP, Attention Jacqueline L. James, by **5:00 p.m.** (Pacific Time) on **October 11, 2013**:

a. a written offer to purchase the Property for the amount of the Initial Overbid or higher;

b. a cashier's check made payable to "Elvin Wardell Moon, debtors and debtors in possession" in the amount of \$5,000 (the "Deposit") and

c. a preauthorization letter from a lending institution, a bank statement showing available cash, or other evidence of the financial wherewithal of the overbidder to purchase the Property for the amount of the overbid.

4. Overbidders must offer to purchase the Property pursuant to the same terms and conditions as the Stalking Horse Bidder or better.

5. In the event the Successful Bidder cannot timely complete the purchase of the Property, the Debtor shall be authorized to proceed with the sale to the next highest overbidder.

6. If there are any qualified overbidders, an auction of the Property shall be held during the hearing on the Motion (on **October 16, 2013 at 2:00 p.m.**) at which time the Court shall determine the highest and best bid for the Property.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY**; will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) September 25, 2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Ron Bender on behalf of Debtor Elvin Wardell Moon  
rb@lnbyb.com

Ron Bender on behalf of Plaintiff Elvin Wardell Moon  
rb@lnbyb.com

Ron Bender on behalf of Plaintiff Sharon J. Moon  
rb@lnbyb.com

Jonathan S Dabbieri on behalf of Creditor SPCP Group V, LLC  
dabbieri@sullivanhill.com, hill@sullivanhill.com;bkstaff@sullivanhill.com

Todd S Garan on behalf of Interested Party Courtesy NEF  
ch11ecf@piteduncan.com

Leslie S Gold on behalf of Creditor Bank of Bartlett  
LGold@GershuniKatz.com

Jacqueline L James on behalf of Debtor Elvin Wardell Moon  
jlj@lnbyb.com, marla@lnbyb.com

Jacqueline L James on behalf of Plaintiff Elvin Wardell Moon  
jlj@lnbyb.com, marla@lnbyb.com

Jacqueline L James on behalf of Plaintiff Sharon J. Moon  
jlj@lnbyb.com, marla@lnbyb.com

Ira Benjamin Katz on behalf of Creditor Bank of Bartlett  
IKatz@GershuniKatz.com

Stuart I Koenig on behalf of Creditor SPCP Group V, LLC  
Skoenig@cmkllp.com

Elan S Levey on behalf of Creditor U.S. Small Business Administration  
elan.levey@usdoj.gov, louisalin@usdoj.gov

Ron Maroko on behalf of U.S. Trustee United States Trustee (LA)  
ron.maroko@usdoj.gov

Christopher M McDermott on behalf of Interested Party Courtesy NEF

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

ecfcacb@piteduncan.com

Krikor J Meshefejian on behalf of Debtor Elvin Wardell Moon  
kjm@lnbrb.com

Mark A Olson on behalf of Creditor SPCP Group V, LLC  
molson@archernorris.com, sallen@archernorris.com

Mark A Olson on behalf of Interested Party Courtesy NEF  
molson@archernorris.com, sallen@archernorris.com

Carmela Pagay on behalf of Debtor Elvin Wardell Moon  
ctp@lnbrb.com

Cassandra J Richey on behalf of Creditor BAC Home Loans Servicing, LP  
cmartin@pralc.com

Cassandra J Richey on behalf of Interested Party Courtesy NEF  
cmartin@pralc.com

Ramesh Singh on behalf of Interested Party Courtesy NEF  
claims@recoverycorp.com

Lindsey L Smith on behalf of Debtor Elvin Wardell Moon  
lls@lnbyb.com, marla@lnbyb.com

Lindsey L Smith on behalf of Plaintiff Elvin Wardell Moon  
lls@lnbyb.com, marla@lnbyb.com

Lindsey L Smith on behalf of Plaintiff Sharon J. Moon  
lls@lnbyb.com, marla@lnbyb.com

Wayne R Terry on behalf of Creditor SMS Financial LA, L.L.C.  
wterry@hemar-rousso.com

Wayne R Terry on behalf of Interested Party Courtesy NEF  
wterry@hemar-rousso.com

United States Trustee (LA)  
ustpreion16.la.ecf@usdoj.gov

Gilbert B Weisman, II on behalf of Creditor American Express Bank FSB  
notices@becket-lee.com

Beth Ann R Young on behalf of Plaintiff Elvin Wardell Moon  
bry@lnbyb.com

Beth Ann R Young on behalf of Plaintiff Sharon J. Moon  
bry@lnbyb.com

Service information continued on attached page

**2.SERVED BY UNITED STATES MAIL:** On September 25, 2013, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

**VIA U.S. MAIL OR VIA NEF IF MARKED\***

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 25, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA ATTORNEY SERVICE**

Hon. Barry Russell  
United States Bankruptcy Court  
255 East Temple Street, #1660  
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 25, 2013  
*Date*

Marla L. Fuentes  
*Printed Name*

/s/ Marla L. Fuentes  
*Signature*