

CONDOMINIUM PURCHASE AND SALE AGREEMENT

- 1. Date:** _____, 20____ **SPECIFIC TERMS** **MLS No.:** _____
- 2. Buyer:** _____
- 3. Seller:** Enso/2201 Venture LLC
- 4. Property:** Tax Parcel No(s): _____ (_____ King _____ County)
 Unit No.: _____ Residential Condominium: Enso
 Address: 820 Blanchard Street, Seattle Washington 98121
 Condominium Declaration Recording Number: 20091020000352
 Declaration Recording Number Not Available, attach NWMLS Form 29
 Parking Space No.: _____ Storage Space No.: _____
- 5. Included Items:** stove/range; refrigerator; washer; dryer; dishwasher; security system; satellite dish;
 wood stove; fireplace insert; hot tub; other Microwave
- 6. Purchase Price:** \$ _____
- 7. Earnest Money:** (To be held by Selling Broker; Closing Agent)
 Personal Check: \$ _____
 Note: \$ _____
 Other (_____): \$ _____ to be deposited within 7 bus. days of mutual acceptance
- 8. Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- ~~**9. Disclosures in Form 47:** Buyer will ; will not have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 47~~
- 10. Title Insurance Company:** First American Title Insurance Co.
- 11. Closing Agent:** a qualified closing agent of Buyer's choice; First American Title and Escrow
- 12. Closing Date:** _____
- 13. Possession Date:** on Closing; Other _____
- 14. Offer Expiration Date:** _____
- 15. Services of Closing Agent for Payment of Utilities:** Requested (Attach NWMLS Form 22K); Waived
- 16. Charges and Assessments Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
- 17. New Construction or Conversion:** is (attach NWMLS Form 20); is not See Enso Builder Addendum
- 18. Public Offering Statement:** received _____ deliver to Buyer _____ days after mutual acceptance
- 19. Resale Certificate:** received _____ deliver to Buyer _____ days after mutual acceptance
- 20. Condominium Assessment:** \$ _____ per month and Deposit equal to 2 month's assessment at Closing
- 21. Agency Disclosure:** Selling Licensee represents Buyer; Seller; both parties; neither party
 Listing Agent represents Seller; both parties
- 22. Addenda:** Enso Builder Addendum Including Exhibits A and B Limited Warranty Addendum

Buyer's Signature	Date
Buyer's Signature	Date
Buyer's Address	
City, State, Zip	
Phone	Fax
Buyer's E-mail Address	
Selling Broker	MLS Office No.
Selling Licensee (Print)	MLS LAG No.
Phone	Fax

ENSO/2201 VENTURE LLC, a Washington limited company
 By: City Investors II L.L.C., a Washington limited liability company, its Managing Member
 By: City Investors LLC, a Washington limited liability company, its sole Member
 By: _____
 Name: _____
 Its: Authorized Signer
 Date: _____
 505 5th Ave S #900, Seattle, WA 98104
 Ph 206-342-2000 Fax 206-342-3000

Williams Marketing Inc	4720
Listing Broker	MLS Office No.
Leslie Williams	71325
Listing Agent (Print)	MLS LAG No.
206-682-2801	206-682-2804
Phone	Fax

CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS
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- a. **Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1-4
- b. **Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof. 5-21
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 22-29
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 30-37
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 38-51
- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing 52-56

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 BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 58

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Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 15, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 16.

i. Sale Information. The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.

j. FIRPTA - Tax Withholding at Closing. The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

k. Notices. In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice.

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or

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BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 114

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legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. Facsimile and E-mail Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing.

n. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller.

o. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.

p. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

i. Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

q. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.

r. Offer. Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

s. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

t. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

u. Agency Disclosure. Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

v. Commission. Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as

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BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 170

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applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 171-174

w. Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 175-177

x. Information Verification Period and Property Condition Disclaimer. Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers. 178-196

y. Disclosures in Form 17. If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17; and if the parties so agree in Specific Term No. 9, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 197-206

z. Public Offering Statement. This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller agrees to deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 18. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 208-214

aa. Resale Certificate. This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller agrees to deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 19. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 215-219

bb. Condominium Assessment. The current Condominium Assessment is the amount specified in Specific Term No. 20, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 20 is required at Closing. 220-222

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BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 224

**ENSO
A CONDOMINIUM**

**BUILDER'S ADDENDUM TO
CONDOMINIUM REAL ESTATE PURCHASE AND SALE AGREEMENT**

(Use with NWMLS Form 28, Rev. 1/09,
(Replaces NWMLS Form 29))

THIS ADDENDUM between _____ ("**Buyer**") and Enso/2201 Venture LLC, a Washington limited liability company ("**Seller**"), is an addendum to a Condominium Real Estate Purchase and Sale Agreement dated this ____ day of _____, 2009, between Buyer and Seller (the "**CPSA**") relating to Unit _____ (the "**Unit**") of Enso, a condominium, per Condominium Declaration recorded by Seller under King County Recording No. 20091020000352. The date the last fully-signed offer or counteroffer has been received by both Buyer and Seller shall be referred to herein as the date of "**Mutual Acceptance**" and is the date from which many deadlines are measured. The Unit includes the exclusive right to use, as Limited Common Elements, the following: parking space(s) _____ and storage area _____, as approximately shown on the Survey Map and Plans for the Condominium:

1. OCCUPANCY REPRESENTATION. Buyer hereby represents and warrants that, upon closing, the Unit will be Buyer's: [check one] [] principal residence (as defined in the U.S. Internal Revenue Treasury Regulation 1.121-1(b)); [] secondary residence; or [] investment property. Buyer agrees to execute **Buyer's Declaration and Occupancy Addendum** attached hereto as **Exhibit A**, the obligations of which shall survive Closing. Buyer agrees to make the same representation and warranty to any lending institution to which it makes a loan application to purchase the Unit. Buyer acknowledges that Seller is not selling the Unit as an investment vehicle or security, that no security registration has been filed or prospectus prepared for any such sale, and that no representations, expressed or implied exist with respect to the future sale, value or marketability of the Unit.

2. FINANCING AND QUALIFICATION OF BUYER. Buyer has elected as follows (**initial one**):

_____/_____
_____/_____ Buyer's obligations **are not** conditioned upon financing a portion of the Purchase Price
_____/_____ Buyer's obligations **are** conditioned upon financing.

If the CPSA is subject to Buyer's seeking financing for the purchase of the Unit, Buyer shall, within thirty (30) days after Mutual Acceptance, obtain an approval letter (the "**Approval Letter**") indicating that Buyer is approved for financing for purchase of the Unit from a licensed lender selected by Buyer. If, after good faith efforts, Buyer reasonably determines it will not be able to qualify for financing for its purchase, Buyer shall have the right to terminate the CPSA by delivery of a written termination notice (including evidence that Buyer will not be able to obtain financing) within thirty (30) days of Mutual Acceptance (the "**Financing Deadline**"). If Buyer does not deliver to Seller an Approval Letter reasonably satisfactory to Seller on or before the Financing Deadline, Seller shall have the right to terminate this Agreement. Upon termination by Buyer or Seller pursuant to this Section 4, the Earnest Money deposit shall be returned and this CPSA shall be null and void. If Buyer does not deliver written notice terminating the CPSA on or before the Financing Deadline, Buyer shall be deemed to have waived

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Buyer Initials: _____/_____

any and all financing contingencies or conditions, and the Buyer's Earnest Money deposit shall be nonrefundable.

Buyer expressly authorizes and directs Buyer's lender or financial institution to provide information about the status and final disposition of financing for this sale to both Listing Agent and Selling Licensee. In addition, Buyer authorizes and directs Selling Licensee to provide information to Listing Agent about the status, progress and final disposition of the financing for this sale.

3. SELECTION OF LENDER AND FANNIE MAE PROJECT ELIGIBILITY. Buyer acknowledges that Buyer's choice of lender may affect the success of this transaction. Seller shall have no obligation to meet any conditions or requirements for the lender chosen by Buyer. Seller makes no representation nor guarantee that the Unit and Enso are eligible for Fannie Mae project acceptance or otherwise meet the Fannie Mae underwriting project standards set forth in the *Fannie Mae Selling Guide*.

4. EARNEST MONEY. The Earnest Money in the amount stated in the CPSA shall be deposited with Closing Agent in the amount stated in the CPSA on the date of Mutual Acceptance. The Earnest Money shall be deposited into an interest-bearing trust account, provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Deposit of the Earnest Money is a condition to the effectiveness of the CPSA; if the Earnest Money is not deposited, the CPSA shall be void and neither party shall have any rights or obligations under the CPSA. Buyer and Seller instruct Closing Agent to: (a) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided in the CPSA; and (b) commence an interpleader action in the Superior Court for King County within thirty (30) days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the cost thereof) unless the parties agree otherwise in writing. This Paragraph 5 supersedes Paragraph b of the General Terms of the CPSA.

5. DEFAULT; BUYER DELAY. If Buyer defaults under the CPSA (fails, without legal excuse, to close on its purchase of the Unit), Seller's sole and exclusive remedy against Buyer is to terminate this CPSA and receive that portion of the Earnest Money deposit not exceeding 5% of the Purchase Price. If, in connection with Buyer's default, there is a dispute over whether the Earnest Money deposit shall be forfeited to Seller, Seller may sell the Unit to a third party free and clear of any claim by Buyer. If Buyer loses its right to purchase the Unit because Buyer defaults and the Earnest Money deposit is more than 5% of the Purchase Price, then Seller shall direct that the Earnest Money deposit in excess of 5% of the Purchase Price be refunded to Buyer. After Closing, Seller's remedies against a defaulted Buyer are those available under Washington law, unless the same have been waived by reason of Closing. If Buyer is unable to close the purchase of the Unit by the Closing Date due to Buyer's delay, Buyer shall be charged delay damages equal to one-tenth of one percent (0.1%) of the Purchase Price for each day's delay. Such delay damages shall not limit Seller's right to terminate the CPSA in the event Buyer fails to timely close.

6. BUYER'S ACCESS PRIOR TO CLOSING. Prior to Closing, Buyer shall not have access to the Unit except as part of a walk-through inspection. Seller or Seller's agent or representative must accompany Buyer when Buyer inspects or visits the Unit or the interior of the building in which the Unit is located. Only employees and contractors of Seller, acting pursuant to written instructions of Seller, are authorized to work on the Unit prior to Closing.

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Buyer Initials: ____/____

7. NOISE; VIEWS; NEIGHBORHOOD DEVELOPMENT. Buyer acknowledges that Seller makes no representation or warranty as to any sounds audible within the Unit which may arise from activities in any other unit, any common element of the Condominium, or anywhere outside the Condominium. Buyer further acknowledges that Seller makes no representation or warranty that the view from the Unit, as of the date the CPSA is signed or as of closing, will not be obstructed or changed in whole or in any part at any time in the future. Buyer acknowledges that Seller undertakes no obligation to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor does Seller undertake any duty to protect views. This means that even though Seller may know of developments that could affect views, Buyer acknowledges that Buyer is not relying on Seller to disclose such developments, and Buyer acknowledges that Seller is releasing Seller from any duty Seller might otherwise have to disclose such developments known to Seller. In particular, Buyer acknowledges that Buyer is purchasing a Unit in the South Lake Union area of Seattle, an area that is experiencing considerable and rapid redevelopment, which may include changes in the zoning classifications and height restrictions of properties in the vicinity of the Condominium, and that such developments could adversely affect views from Units in the Condominium. It is anticipated that many of the developments may be done by companies affiliated with Seller. Buyer acknowledges that Seller does not have and does not undertake to have any duty to investigate or disclose any development that is now known to Seller or becomes known to Seller after the Purchase and Sale Agreement is signed, including developments that may involve Seller or a company affiliated with Seller; nor does Seller have or undertake any duty to protect views from the Condominium in connection with such developments. Seller's affiliates own a substantial amount of property in the South Lake Union area. Seller's affiliates intend to redevelop much of that property; however, Seller makes no representation or guaranty that redevelopment will actually occur. Specifically, Seller's affiliates own several pieces of undeveloped property immediately adjacent to the Condominium, including (a) the entire block now comprising the Denny Playfield (on the west side of the 100 block of Westlake Avenue North) and (b) the small triangle property bounded by Westlake Avenue, Denny Way and 9th Avenue. Seller's affiliates are seeking to redevelop each of these properties. Seller's affiliates do not represent that such redevelopment will occur, or that Seller's affiliates will continue to own these properties. Buyer acknowledges that it is aware of the potential for redevelopment in the South Lake Union neighborhood and in properties immediately adjacent to the Condominium and understands and agrees that Seller has no obligation to further disclose to Buyer any intended or actual development plans for the immediate adjacent properties or other properties in the South Lake Union area. Furthermore, the table model in the Discovery Center adjacent to the Denny Playfield has not been updated to show all of the projects under construction or development in the area. In particular, it does not show all of the buildings being built for a large, single tenant, which are or will be located principally in the blocks between John and Mercer Streets on the north and south and between Terry Avenue North and Boren Avenue North on the east and west. The building under construction between Thomas and Harrison Streets and the building proposed for construction between John and Thomas Streets will have elevations of approximately 51 feet and 85 feet above Rollin Street, respectively, as measured from the top of the mechanical screening walls on the roofs of the buildings. If Buyer desires to investigate the potential for future development in the area, information is available from the Department of Planning and Development of the City of Seattle and from other sources. Real estate agents are not experts on future real estate developments, and Seller requires that Buyer not rely on statements from real estate agents.

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Buyer Initials: ____/____

8. BUYER'S WALK-THROUGH INSPECTION; LIMITATION OF WARRANTIES.

Upon a minimum of three (3) days notice from Seller's representative that the Unit is ready for inspection, Buyer will inspect the Unit with Seller's representative and accept the Unit as constructed subject only to any deficiencies from agreed upon Defined Standards and Tolerances attached to the Limited Warranty and any deficiencies disclosed by Seller prior to Closing that Seller does not intend to correct (including, but not limited to, finishes not in conformance with the Finish Option selected for the Unit). Buyer agrees to close on the Closing Date if the Unit is substantially completed even though mutually agreed upon defects, "punch list" items or work remain to be corrected or completed by Seller after Closing. Buyer acknowledges and agrees that the Limited Warranty made a part of the CPSA is provided under the Washington Condominium Act, RCW 64.34.450. Buyer further agrees:

(a) that the intent and purpose of the Limited Warranty is to provide the Buyer and Seller, prior to the consummation of a transaction, with a clear and predictable understanding of their rights, duties and obligations with regard to warranty matters;

(b) that the implied warranties of quality provided by RCW 64.34.445(2) are to be interpreted and enforced in accordance with the provisions of the Limited Warranty;

(c) that in the event of any variance (including without limitation variances due to definition of defects, exclusions, performance standards, deductibles, remedies or measure of damages) between the provisions of the Limited Warranty and an asserted interpretation of the implied warranties provided by RCW 64.34.445(2), that the provisions of the Limited Warranty shall control to the maximum extent permitted by law;

(d) that the items described as "not covered" in the Limited Warranty Addendum are common and normal deviations in construction, are not "defects" as defined in Revised Code of Washington 64.35.105(10), and do not provide the basis for any claim against Seller and Seller's general contractor, subcontractors, vendors, suppliers and other professionals;

(e) that Buyer's acknowledgment and agreement is a direct and material inducement to Seller's agreement to sell the Unit for the agreed price, and has been relied upon by Seller (and Seller's general contractor, subcontractors, vendors, suppliers and other professionals); and

(f) that Buyer's acknowledgment and agreement shall be binding upon Buyer in Buyer's capacity as a Unit Owner and an Association Officer and Board member, and be binding with respect to both the Unit and the Common Elements and Limited Common Elements.

9. MAINTENANCE. Buyer agrees to comply with and perform any and all maintenance recommendations provided by any contractor working on the Condominium or any manufacturer providing materials for the Condominium, and all Unit maintenance obligations. The Unit maintenance obligations shall be delivered to Buyer on or before closing. Buyer acknowledges and agrees that in the event Buyer fails to perform such ongoing maintenance, Buyer waives any claims against and releases Seller and Seller's general contractor, subcontractors, vendors, suppliers and other professionals from any damage, loss, personal injury, claim or defect which was in whole or part caused by, resulted from, or otherwise arose from Buyer's failure to perform such ongoing maintenance.

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10. NOTICE REGARDING LITIGATION. CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

11. TITLE INSURANCE AND CLOSING AGENT. Title insurance shall be ordered through First American Title Insurance Company, the escrow department of which shall act as Closing Agent for the Closing. Seller reserves the right to change the title company and the Closing Agent at any time before Closing upon notice to Buyer. Buyer has the right to utilize a different title insurance company, provided, however, that Seller shall not be obligated to pay a higher premium for a Buyer-selected title insurance company than Seller would be required to pay to First American Title Insurance Company. Notwithstanding Paragraph (e) of the CPSA, the Title Insurance Company shall issue a Homeowner’s Policy. Buyer shall pay one-half of the normal schedule escrow fee. Seller may be entitled to a builder's discount on its portion of the escrow fee. Contacts for the title insurance company and Closing Agent are as follows:

<p>Title</p> <p>First American Title Insurance Company 818 Stewart Street, Suite 800 Seattle, WA 98101</p>	<p>Escrow</p> <p>Carrie Gartside First American Title Insurance Company 818 Stewart Street, Suite 800 Seattle, WA 98101 206-615-3008 Email: cgartside@firstam.com</p>
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12. CONDITION OF TITLE AND PRORATIONS. Notwithstanding paragraph d of the CPSA, the lien of the existing South Lake Union Street Car local improvement district assessment (“**Existing LID**”) shall not be satisfied by Seller at Closing, and Buyer shall pay any portion thereof payable after Closing, the Existing LID is payable in annual installments and shall be prorated at Closing. Under the Existing LID, the City of Seattle has the ability to assess additional amounts in the event the costs of construction exceed certain anticipated costs. In the event the City increases the amount assessed under the Existing LID, such additional amount shall not be paid by Seller, but will remain an additional or increased lien against the property and paid by Buyer in annual installments as provided under the Existing LID. Further, notwithstanding Paragraph D of the CPSA, in the event any additional local improvement district assessment, other assessment or tax is created on or after the date of this CPSA (“**New Assessment**”), Seller shall not be obligated to pay off such New Assessment at Closing, and Buyer agrees to take title subject to such New Assessment. Provided, however, that upon the creation of any New Assessment, Seller shall provide Buyer with notice of such New Assessment (“**New Assessment Notice**”). If the New Assessment Notice indicates a monetary assessment that will result in an assessment against the Unit of more than \$0.90 per square foot per year, Buyer shall have the option to terminate this CPSA upon Buyer’s election within ten (10) days of receipt of such New Assessment Notice. If Buyer does not elect to terminate within ten (10) days of receipt of a New Assessment Notice, Buyer shall be deemed to have accepted such

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assessment and assume responsibility for such at Closing. Matters disclosed in the Public Offering Statement shall not cause title to the Unit to be unmarketable. If the New Assessment Notice indicates a monetary assessment that will result in an assessment against the Unit of less than \$ 0.90 per square foot per year, then Buyer agrees to purchase the Unit subject to such assessment.

13. SELLER'S EXISTING MORTGAGE. Buyer is advised that there may be an underlying mortgage loan on the Condominium. Buyer understands that all of the terms and provisions of the CPSA are and shall be subordinated to the lien of any such existing mortgage, but if this transaction is consummated, Seller shall cause the mortgage to be partially released upon Closing to the extent of Buyer's interest purchased.

14. INSULATION. Federal law may require disclosure of the following information:

Insulation	Type	Thickness	R-Value
Exterior Walls	Semi-rigid fiberglass	5½"	19
Top Floor/Roof	Rigid polyisocyanurate	~8"	30
Garage Ceiling	Fiberglass batt	6¼"	21

15. DECLARATION AND BYLAWS. Seller may make amendments to the Declaration, Articles, Bylaws, Survey Map and Plans, Association Budget, and Public Offering Statement ("POS"), prepared by or for Seller as Seller may deem desirable (or as may reasonably be required by lenders, investors, or title insurance companies to meet reasonable requirements for market financing, title insurance or mortgagee protection); but if before this sale is closed, amendments are made changing the location of the Unit, substantially reducing the Unit's square footage, voting percentage, or substantially increasing the Unit's liability for common expenses, without first obtaining the written approval of Buyer, Buyer shall be entitled to rescind the CPSA. Buyer's failure to disapprove in writing any of the documents referred to in this paragraph (or amendments thereto) within seven days of receipt of such documents (or amendments) shall be deemed Buyer's approval thereof.

16. UNIT AREA. The Unit areas shown in the recorded Declaration are based on a surveyor's "as built" determination of the boundaries of the Units, using the interior face of the perimeter walls of the Units as the Unit boundary. The "as built" areas may be different from the areas shown on plans, specifications, listing agreements, or advertising brochures for the Condominium.

17. PARKING/STORAGE. No changes to assigned parking spaces or storage areas may be made without Seller's written approval. Any reference to the location or size of any parking space or storage area in any addendum or other document (including the Survey Map and Plans) is approximate and not intended to be an exact depiction thereof. The estimated clearance height for the parking garage is six (6) feet eight (8) inches. Buyer is responsible for verifying that Buyer's vehicle or vehicles are able to enter the parking area and assigned parking space or spaces.

18. ASSESSMENTS; INSURANCE. Buyer shall pay at Closing an amount equal to two (2) months' assessments which will be treated as an initial contribution to the working capital of the Association plus, if assessments have commenced, a pro rata portion of the current month's assessment. If Seller has previously paid such contribution with respect to the Unit, the Closing Agent shall pay Buyer's contribution to Seller. Seller may elect to pay all actual costs of the Association and delay commencement of monthly assessments. Buyer acknowledges that the initial

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level of assessments is based on a budget which is only an estimate of the future expenses of the Association and that the budget and initial level of assessments are subject to change before and after Closing.

Buyer shall be required to obtain standard owner’s condominium insurance for improvements within the Unit, liability and personal contents and shall deliver to the Association at closing a certificate of insurance or other proof that such insurance has been obtained. The amount of such insurance coverage shall be no less than the amount of the Association’s insurance deductible.

19. REAL ESTATE TAXES. Real estate taxes shall be prorated between Seller and Buyer as of Closing. If real estate taxes have not been segregated among the Units by the Closing Date, the proration shall be based on the Unit's Interest in Common Elements and the total unsegregated taxes for the Condominium. If during the year in which Closing occurs, the real estate taxes due for that year are increased after Closing because of completion of construction, any tax increase shall also be prorated as of the Closing Date, provided that no adjustment shall be made unless the amount of the adjustment would exceed fifty (\$50) dollars. If real estate taxes have not been segregated among the Units for periods after Closing, and Seller receives additional property tax statements for the property on which the Condominium will be created, Buyer shall be responsible for paying a portion of the total unsegregated taxes based upon the Unit’s Interest in Common Elements. Seller may direct Buyer to pay such taxes directly to the taxing authority, or may collect taxes in escrow for forwarding to the taxing authority, at Seller’s option.

20. MANAGEMENT BY SELLER. Seller, as Declarant, may retain for the period stated in the Declaration the full effective management authority of the Owners Association for the Condominium.

21. COMPLETE AGREEMENT; REPRESENTATIONS. There are no other express or implied agreements, promises or representations except as set forth herein or in the Public Offering Statement, the Property Report required by federal law, or in another document signed by Buyer and Seller. Buyer and all agents acknowledge that no agent has the authority to make, or has made, any agreement, promise, or representation on behalf of Seller and that Buyer may not rely on any representations or agreements that are not contained in this Agreement, including flyers, brochures, websites, renderings, advertisements or listing information.

22. NO AFFILIATE LIABILITY. None of City Investors II L.L.C., City Investors LLC, Vulcan Real Estate, Vulcan Inc, nor any member in Seller, and no affiliates or advisors of such entities is a “seller” under this CPSA or a “declarant” in the Declaration, nor shall any of them have any liability under this CPSA or in connection with the Condominium, and Enso/2201 Venture LLC, a Washington limited liability company, is acknowledged by Buyer as being the sole and exclusive entity that is the Seller herein and declarant under the Declaration.

23. ASSIGNMENT. Notwithstanding paragraph o and the designation of the “Buyer” in paragraph 2 of the CPSA, Buyer may not assign Buyer's rights under the CPSA without the prior written consent of Seller, which may be withheld in Seller’s sole discretion.

24. ATTORNEY REVIEW. This transaction is is not (is not, if no box checked) subject to review and approval of Buyer’s attorney of the legal terms of this CPSA. If it is, such approval

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shall be deemed to have been given unless within five (5) days of Mutual Acceptance Seller receives written notice of disapproval together with an explanation for the withholding of approval.

25. RISK OF LOSS. All risks of loss shall be upon the Seller until Closing or earlier occupancy by Buyer.

26. SURVIVAL OF PROVISIONS. The following provisions of this Addendum shall survive Closing: 10,11,12,15, 16, 18, 19, 20, 21, 22, 23, and 24.

27. ONE BUYER'S SIGNATURE AND ELECTRONIC MAIL DELIVERY. Any and all amendments, addenda or exhibits to the CPSA signed by one Buyer shall be deemed authorized and approved by all persons who have signed the CPSA and this Addendum as Buyer. The parties agree that, notwithstanding any other provision of this CPSA including paragraph m of NWMLS Form 28, email transmission of any document or notice shall be the same as the delivery of an original.

28. ADDENDUM CONTROLS. The provisions of this Addendum shall control over any conflicting provisions of the CPSA or any other written document.

BUYER:

Date: _____

SELLER:

ENSO/2201 VENTURE LLC, a Washington limited liability company,
By: City Investors II L.L.C., a Washington limited liability company, its Managing Member
By: City Investors LLC, a Washington limited liability company, its sole member

By: _____
Name: _____
Its: _____
Date: _____

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Buyer Initials: ____/____

**ENSO, A CONDOMINIUM
EXHIBIT A TO BUILDER'S ADDENDUM TO
CONDOMINIUM PURCHASE AND SALE AGREEMENT**

BUYER'S DECLARATION AND OCCUPANCY ADDENDUM

DATE: _____

SELLER: Enso/2201 Venture LLC

BUYER: _____

PROPERTY: Enso, a condominium, Unit _____

This Buyer's Declaration and Occupancy Addendum is attached to and forms a part of the Condominium Purchase and Sale Agreement (the "CPSA") between Buyer and Seller dated _____ for the purchase by Buyer from Seller of the Property described above (the "Unit").

Buyer acknowledges that it is the policy of Seller to provide as many people as possible with the opportunity for home ownership, to promote stability in home ownership within the community in which the Unit is located and to discourage speculation. Buyer acknowledges that Seller is entering into purchase and sale agreements with buyers in substantial reliance on sales to Buyers who intend to complete the purchase of Units for their own account rather than for resale. Seller is not willing to enter into purchase and sale agreements with Buyers who intend to sell their Unit shortly after purchasing them. These speculative Buyers are more likely than those Buyers purchasing for their own accounts to breach their purchase agreements and fail to close if they determine that they will not be able to re-sell their Units at a profit shortly after purchasing it. As a result, sales to speculative Buyers significantly increase Seller's risk of successfully completing the sale of all Units and ultimately could jeopardize the success of the project. Therefore, in order to induce Seller to agree to sell the Unit to Buyer, Buyer declares and agrees as follows:

1. Intent to Hold. Buyer represents and covenants to Seller that: (i) Buyer intends to hold the Unit for use as Buyer's principal or secondary residence, or for rental; and (ii) Buyer will not transfer Buyer's rights under the CPSA nor enter into any agreement for the sale or other transfer of the Unit that would prevent Buyer from holding fee title interest in the Unit, from and after the Closing date until the earlier of: (a) the date that is nine (9) months after the Closing date; or (b) the date upon which Seller closes on the last initial sale of all residential units in the project (the "Hold Period"). Buyer specifically agrees not to list the Unit for sale until the Hold Period has expired. Buyer acknowledges that Seller has materially relied upon the foregoing representations in entering into the CPSA and would not have agreed to sell the Unit to Buyer without such representations.

2. Breach of Representation: Transfer Prior to Close of Escrow. If Seller determines prior to Closing that Buyer has misrepresented its intended use of the Unit as stated in Section 16 of the CPSA Addendum, or made any false statements, misrepresentations or material omissions to Buyer's lender, Seller shall have the right to terminate the CPSA and retain the Earnest Money and retain any fees or payments made by Buyer as liquidated damages. Any assignment or other transfer of Buyer's rights under the CPSA, or any lease, sale or other transfer of the Unit prior to Closing shall constitute: (i) a material breach of the CPSA, entitling Seller, at Seller's sole option, to terminate the CPSA and

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Buyer Initials: _____/_____

retain all amounts paid by Buyer under the CPSA pursuant to the terms of the CPSA (including the Earnest Money), and (ii) a failure of a condition precedent to Seller's obligation to sell the Unit to Buyer. The provisions of this paragraph shall in no event limit the remedies available to Seller under the CPSA should Buyer otherwise be in default under the CPSA.

3. Transfer at or After Close of Escrow.

(a) Except for "hardship situations" described in Paragraph 4 of this Addendum, any listing for sale, attempt or advertisement for sale, or any sale or other transfer of the Unit by Buyer at or after Closing (a "Sales Event") that results in or is intended to or would result in Buyer not holding fee title interest in the Unit, for the entire Hold Period, shall constitute a material breach of the CPSA requiring Buyer to pay to Seller the "Transfer Charge" as calculated below. The Transfer Charge shall equal the excess of sale price of the Unit payable upon the subsequent sale above the purchase price of the Unit paid by the Buyer pursuant to the CPSA, less the following to the extent actually paid by Buyer upon the subsequent sale: (i) brokerage commissions not in excess of 6% of the sales price; (ii) real estate excise taxes; and (iii) title premiums and escrow fees. Notwithstanding the foregoing, the total of all amounts listed in (i), (ii), and (iii) shall not exceed 8.5% of the sales price for the subsequent sale. Buyer shall pay the Transfer Charge to Seller on the date of the Closing of the subsequent sale. The Transfer Charge shall bear interest at the rate of 12% per annum if not paid when due. Seller may provide a copy of this Occupancy Addendum to any escrow agent for the subsequent sale and this Occupancy Addendum shall constitute escrow instructions to such escrow agent. Buyer hereby releases escrow agent from any liability for disbursing the Transfer Charge to Seller from the sales proceeds otherwise due to Buyer from the subsequent sale.

(b) If Buyer has directly or indirectly effected one or more sales or a series of transactions (including, but not limited to, a lease with a purchase option) in order to attempt to reduce the amount payable to Seller under this paragraph, then such sales or series of transactions shall be viewed as one transaction for purposes hereof and the "Sales Event" shall be deemed to have occurred upon the date of the first transaction.

4. Hardship Situations. The following events shall be deemed to constitute hardship situations under which Buyer may sell, lease or otherwise transfer (collectively, a "Transfer") its right, title and interest in the Unit without occupying and holding title to the Unit for the entire Hold Period:

(a) A Transfer resulting from the permanent disability or death of either person comprising Buyer (if more than one person);

(b) If Buyer is occupying as a principal residence, a Transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree involving any person comprising Buyer (if more than one);

(c) If Buyer is occupying as a principal residence, a Transfer by Buyer (where Buyer is not self-employed) necessary to accommodate a mandatory job transfer outside King, Snohomish or Pierce counties by Buyer's employer;

(d) A Transfer which, in the sole independent judgment of Seller, constitutes a hardship situation consistent with the intentions of this Addendum.

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5. No Unreasonable Restraint. Buyer acknowledges and agrees that the purpose of this Addendum is to comply with Seller's current intention to sell homes only to persons who will actually occupy the homes as their principal residence or hold the home for rental, create a stabilized community, and prevent a shortage of homes for permanent residents. Buyer further acknowledges and agrees that the provisions and restrictions set forth in this Addendum do not constitute an unreasonable restraint upon alienation of the Unit.

6. Survival Severability. All of the representations and covenants contained in this Addendum shall survive the delivery and recordation of the deed conveying the Unit from Seller to Buyer. The provisions of this Addendum shall be independent and severable, and determination of the invalidity, partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Addendum or the CPSA.

7. Subordination. Seller and Buyer hereby acknowledge and agree that a violation of this Addendum by Buyer shall not defeat or render invalid (and the covenants and provisions of this Addendum shall be inferior and subordinate to) the lien of any first mortgage or deed of trust made in good faith and for value which is recorded concurrently with the deed conveying the Unit to Buyer or any refinancing thereof.

8. Recordation. At the Closing Seller may record a Memorandum of the terms and conditions of this Addendum or include notice of Seller's rights under this Addendum in the conveyance deed to Buyer.

9. Integration. The terms of this Addendum are incorporated into and made a part of the CPSA. All terms and conditions contained in the CPSA, unless expressly modified or supplemented hereby, shall remain in full force and effect.

SELLER:

Enso/2201 Venture LLC,
a Washington limited liability company
By: City Investors II L.L.C., a Washington limited
liability company, its Managing Member
By: City Investors LLC, a Washington limited liability
company, its sole member

By: _____
Its: _____
Date: _____

BUYER:

Date: _____

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Buyer Initials: ____/____

Enso,
A CONDOMINIUM
LIMITED WARRANTY ADDENDUM

Addendum to Purchase and Sale Agreement dated the ____ day of _____, 200__

Unit No. _____
820 Blanchard
Seattle, Washington

Name of Buyer(s):

Seller and Buyer agree that Seller's and Declarant's warranties to Buyer and to Buyer's successors and transferees, for the Unit and all Common Elements in the Condominium identified above, are limited to the terms stated in this Limited Warranty Addendum (this "Warranty"). The definitions of terms set forth in the Condominium Declaration apply in this Warranty. As used in this Warranty, the term "Common Elements" includes the Common Elements, the Limited Common Elements, Residential Limited Common Elements and Commercial Limited Common Elements of the Condominium.

The Washington Condominium Act and the Seller's Addendum allow Seller to disclaim the implied warranties described in RCW 64.34.445 with regard to specific defects or specific failures to comply with law that are known by Seller at the time of the disclaimer. This Warranty Addendum disclaims certain matters that are currently known by Seller to exist as a result of the design, materials, and construction methods for the Condominium. Certain of the listed items may or may not be considered defects or failures. However, the parties wish to set them out in this Warranty Addendum to avoid any question whether they have been properly excluded from the implied warranties. In addition, this Warranty Addendum requires Buyer to execute a further disclaimer of the implied warranties with regard to additional specific defects or failures to comply with law which Seller may discover prior to closing. The parties will amend this Warranty Addendum to describe any such additional specific defects or failures.

THE PROVISIONS OF THIS LIMITED WARRANTY ADDENDUM ARE AN INTEGRAL PART OF THE SELLER'S DETERMINATION OF THE VALUE OF THE UNIT AND ARE AN INTEGRAL BASIS OF THE BARGAIN AGREED TO BY SELLER AS TO THE PURCHASE PRICE FOR THE UNIT. THE BUYER SHOULD NOT CONSUMMATE THE PURCHASE OF THE UNIT UNLESS THE BUYER AGREES TO EACH AND EVERY TERM AND CONDITION CONTAINED IN THIS LIMITED WARRANTY ADDENDUM.

[Buyer initial(s): ____/____]

1. Implied Warranties. Subject to the modifications and exclusions stated in Sections 2 through 4 and on attached Attachment A, and the obligation to comply with the claims procedure stated in Section 5 and submit to mediation and arbitration pursuant to Section 6 below, Seller makes in favor of Buyer those implied warranties required by statute subject to

all limitations now or hereafter included as part of that statute. RCW 64.34.445 provides that Seller warrants that the Unit and Common Elements of the Condominium are suitable for the ordinary uses of real estate of its type, and that any improvements constructed by Seller are: (i) free from defective materials, (ii) constructed in accordance with sound engineering and construction standards, (iii) constructed in a workmanlike manner, and (iv) constructed in compliance with all laws currently applicable to those improvements; provided, however, there shall be no claim under this Warranty unless Buyer or the Association establishes that the alleged breach has adversely affected or will adversely affect the performance of the portion of the Unit or Common Elements alleged to be in breach to a degree that is significant to a reasonable person.

2. Specific Disclaimers of the Implied Warranties. The Implied Warranties are disclaimed with regard to the following specific items currently known by Seller to exist as a result of the design, materials, and construction methods for the Condominium in the event they are considered to be defects or failures to comply with law.

a. Concrete. Concrete customarily cracks and does not provide a complete barrier against water penetration. The effect of this, for example, is that a crack in the foundation can allow water to leak into the underground parking garage. Leaking water may be unsightly and could stain cars or other personal property stored in the parking garage. This disclaimer does not extend to any defects that would prevent the parking garage from being useable in a safe manner for the parking of cars or which would prevent the foundation from providing adequate support for the Improvements.

b. Caulking Systems. Caulking systems for joints and seams in the exterior walls, window systems and foundation for the Improvements require regular maintenance, particularly during the first couple of years following the initial construction, and can be expected to fail at different rates. This is due to normal shifting and shrinkage of building materials, and a certain amount of anticipated irregularity in the caulking materials or installation. The effect is that the caulking must be regularly inspected and repaired or replaced as necessary. The effect of the failure to repair or replace failed caulking can be water penetration which will result in damage to the other Improvements.

c. Maintenance. The Improvements require timely and regular inspection and proper maintenance. The effect of failing to timely inspect and properly maintain the Improvements is that systems, including, for example, weather proofing systems, will cease to function as designed and will allow damage to other Improvements. The resulting damage will exceed the cost of performing the deferred maintenance and repairs.

d. Sound Transmission. Buyer realizes that the Unit is in a multi-family building in an urban environment; therefore, Seller makes no warranty or representation as to vertical or horizontal sound transmission that may arise from activities or building systems in any Unit, the interior and exterior Common Elements or outside the Condominium. Buyer realizes that where condominium units are built above, below, or side by side each other or a common element, it is normal to experience transmission of sounds between those units from loud music, voices on decks and terraces, heels on uncarpeted floors, water traveling in drains, doors closing and other causes. From time to time, noise from various building systems may be heard from the Unit and

Common Elements, including, but not limited to, noise from the heating and air conditioning equipment, plumbing, wind, contraction and expansion of window system, noise from overhead garage doors, fans in utility areas, air intake and exhaust, mechanical equipment on the roof, 6th floor terrace or in other areas, trash chute, elevators, fluorescent lighting and the transformer vault. Buyer also realizes that nearby Lake Union is home to Kenmore Air, the largest seaplane operator in North America with more than 30,000 take-offs and landings each year. Noise has been an issue for the communities surrounding the lake but operators such as Kenmore Air have voluntarily modified flight paths, restricted hours of operation and installed quieter engines and propellers.

e. View. Seller makes no representation or warranty that the view from the Unit, as of the date the CPSA is signed or as of closing, will not be obstructed or changed in whole or in any part at any time in the future. Buyer acknowledges that Seller undertakes no obligation to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor does Seller undertake any duty to protect views. This means that even though Seller may know of developments that could affect views, Buyer acknowledges that Buyer is not relying on Seller to disclose such developments, and Buyer acknowledges that Buyer is releasing Seller from any duty Seller might otherwise have to disclose such developments known to Seller. In particular, Buyer acknowledges that Buyer is purchasing a Unit in the South Lake Union area of Seattle, an area that is experiencing considerable and rapid redevelopment, which may include changes in the zoning classifications and height restrictions of properties in the vicinity of the Condominium, and that such developments could adversely affect views from Units in the Condominium. It is anticipated that many of the developments may be done by companies affiliated with Seller. Buyer acknowledges that Seller does not have and does not undertake to have any duty to investigate or disclose any development that is now known to Seller or becomes known to Seller after the Purchase and Sale Agreement is signed, including developments that may involve Seller or a company affiliated with Seller; nor does Seller have or undertake any duty to protect views from the Condominium in connection with such developments. Seller's affiliates own a substantial amount of property in the South Lake Union area. Seller's affiliates intend to redevelop much of that property; however, Seller makes no representation or guaranty that redevelopment will actually occur. Specifically, Seller's affiliates own several pieces of undeveloped property immediately adjacent to the Condominium, including (a) the entire block now comprising the Denny Playfield (on the west side of the 100 block of Westlake Avenue North) and (b) the small triangle property bounded by Westlake Avenue, Denny Way and 9th Avenue. Seller's affiliates are seeking to redevelop each of these properties. Seller's affiliates do not represent that such redevelopment will occur, or that Seller's affiliates will continue to own these properties. Buyer acknowledges that it is aware of the potential for redevelopment in the South Lake Union neighborhood and in properties immediately adjacent to the Condominium and understands and agrees that Seller has no obligation to further disclose to Buyer any intended or actual development plans for the immediate adjacent properties or other properties in the South Lake Union area. Furthermore, the table model in the Discovery Center adjacent to the Denny Playfield has not been updated to show all of the projects under construction or development in the area. In particular, it does not show all of the buildings being built for a large, single tenant, which are or will be located principally in the blocks between John and Mercer Streets on the north and south and between Terry Avenue North and Boren Avenue North on the east and west. The building under construction between Thomas and Harrison Streets and the building proposed for construction between John and Thomas Streets will have elevations of approximately 51 feet and 85 feet above Rollin Street, respectively, as measured from the top of the mechanical screening walls on the roofs of the buildings. If Buyer desires to investigate the potential for future development in the area, information is available from the Department of Planning and Development of the City of Seattle and from other sources. Real estate agents are not experts on future real estate developments, and Seller requires that Buyer not rely on statements from real estate agents.

f. Mold, Mildew and Allergens. Insulation of the Unit or Common Elements against odors or allergens is not warranted. Odors or allergens may originate from a variety of sources within the building including walls, ceilings, or floors shared with other units, and mechanical systems including heating, ventilation, and air conditioning systems and plumbing. Odor or allergen transmission may result in inconvenience, discomfort, and adverse health effects including allergic reactions depending on a person's particular sensitivities. Currently, there are no federal or state standards for the acceptable levels of mold in a residential structure. The most common method, which is set forth by the American Board of Industrial Hygiene, is to test mold levels by comparing outside levels of mold with inside levels. Generally, mold levels inside the Condominium should be roughly the same as or lower than the levels outside. For one year after closing, should Buyer discover and Seller confirm the presence of mold in the Unit excluding normal household mold and mildew that might occur on kitchen or bathroom tile (and excluding mold and mildew that might occur in unconditioned spaces), Seller agrees to test and remediate to the appropriate levels as set forth above, at no cost to Buyer, provided however, that Seller shall have no liability or responsibility to remediate if the presence of mold arises out of any alterations or other actions of Buyer. The methods of testing and remediation, if necessary, will be at Seller's sole discretion. After one year, Seller will remediate only if the presence of mold is caused by a construction defect that is covered at such time under this Warranty. Except as specifically set forth in this notice, Seller shall not be responsible for any damages, liabilities, claims or losses incurred by Buyer arising out of or relating to mold, including, but not limited to, property damage, personal injury, loss of income, emotional distress, loss of use, or loss of value and Buyer hereby releases Seller from same.

g. Variations in Products. This Warranty provides you with protection against defects in material and workmanship under normal installation, use and service but not from variations in the shade, tone, texture, and grain of the natural products used in the Units. The beauty of wood, bamboo, palmwood, wood veneers, wood engineered products, stone, tile and concrete surfaces comes from naturally occurring variations in grain, shade, tone, texture of the products themselves. These variations can also cause noticeable differences in the Unit's cabinets, counter tops, shower and bath surrounds, fireplace surrounds, and floors. These grain, shade, tone, texture and grain differences are a natural and acceptable condition of these products. The naturally occurring variations and differences in tone, shade, grain and texture are within generally accepted industry tolerances. The stone, tile, concrete, palmwood, bamboo, wood, wood veneers and wood engineered products in the Unit are products of nature and variations in tone, shade, grain, texture and surface smoothness are beyond the Seller's control and can be expected. All of these products have pronounced imperfections and veining in their finished surface typical of these products. Buyer acknowledges that Buyer has reviewed the stone, tile, concrete, wood, palmwood, bamboo, wood veneers and wood engineered samples in the sales center and understands that these variations exist and that there are inherent variations between the different stone, tile, concrete, wood, palmwood, bamboo, wood veneers and wood engineered product selections. Also, concrete counters, if selected by Buyer, may develop hairline cracks that are considered part of the inherent qualities of the product. The locations of seams in the concrete and stone countertops will be determined by the manufacturer and/or installer based on length, layout, and the various options chosen. In addition, installation and maintenance of some of these products has evolved over time. For example, modern wood flooring in concrete structures uses a "floating system" where the wood

is not nailed directly to the structure but rather floats on a substrate sheet above the concrete slab. This method is used for both engineered wood and solid wood flooring. The maintenance and refinishing of these floors must follow the manufacturers' requirements.

h. Interior Concrete Surfaces. Concrete countertops are a hand crafted material inherent to variation. The surfaces will be uneven and varied, the very characteristics why they are chosen to begin with. They are subject to the same chipping/damage as stone slab countertops with improper use and require additional maintenance on a regular basis to prevent staining and pitting.

i. LEED/Sustainability. Seller has designed the building utilizing LEED sustainability guidelines. The sustainable features include (but are not limited to): providing draught resistant landscaping, elimination of irrigation system and low-flow plumbing fixtures within the units with appropriately-sized piping. Seller makes no representation or warranty that the building will achieve LEED certification based on these and other sustainable construction strategies. Further, Buyer acknowledges the limitation created by these strategies. Specifically, that proper maintenance and irrigation of landscaping must occur for the plant material to survive. Furthermore the piping system is designed for low water flow plumbing fixtures. Seller does not represent or warrant landscaping that is not properly cared for nor plumbing flow rates for fixtures subsequently installed by Buyer.

j. Appliances and Equipment. Seller makes no warranties or representations with respect to the appliances and equipment installed in the Unit or the Common Elements, including without limitation the wall ovens, range hood, cooktop, refrigerator, microwave oven, dishwasher, garbage disposal, washer and dryer, fireplace, hardware, kitchen and bathroom fixtures, lighting fixtures, fireplace, garage doors and heating/ventilation equipment. Seller makes no warranties or representations with respect to furnishings and equipment provided to Association for use in operation or maintenance of the Common Elements. With respect to all such appliances, furnishings and equipment, Seller's sole obligation is to assign to Buyer or the Association all warranties and guarantees furnished to Seller from the suppliers or manufacturers of the items.

k. Code Required Components. Seller has included components in the Unit which are required by code (e.g. central exhaust ventilation systems, fire sprinklers with exposed heads, smoke and fire alarms and automatic door closers). It is Buyer's obligation to maintain these components within the Unit to standards as dictated by the code in effect.

l. Damage Caused by Buyer and Others. This Warranty excludes all defects and damage to the extent caused or made worse by (i) negligence, failure to inspect, lack of maintenance, improper maintenance, improper use, improper operation or other action by anyone other than Seller or its agents or contractors; (ii) failure of Buyer or the Residential Committee or the Association to minimize or prevent damage in a timely manner, including failure to allow timely access or inspections and repairs by Seller or its agents; (iii) failure of Buyer or the Residential Committee or the Association to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or equipment; (iv) failure of Buyer or the Residential Committee or the Association or their agents, employees, contractors or consultants to follow maintenance recommendations given by Seller or its agent to Buyer or the Association or commonly accepted maintenance obligations; (v) ordinary wear and tear, misuse, abuse or neglect; (vi) use for other than

its intended purpose; (vii) abnormal loading on floors, decks or other surfaces by Buyer that exceeds building design loads; (viii) making or installation of holes, penetrations, in the Unit or Common Elements (including the window frames) by anyone other than Seller or its employees, agents or contractors; (ix) failure of Buyer or the Association to mitigate damages; or (x) alterations to the Unit or Common Elements by anyone other than Seller or its employees, agents or contractors.

m. Personal Injury and Consequential Damages. This Warranty excludes bodily injury, illness and death; damage to or theft of personal property; costs of shelter, transportation, food, moving, storage or other incidental expenses relating to relocation during repairs; and consequential, exemplary and punitive damages.

n. Defined Standards and Tolerances. The standards and tolerances for determining whether a breach of this Warranty has occurred are specified in Attachment A to this Warranty (“Defined Standards and Tolerances”); provided, however, notwithstanding a failure to meet the Defined Standards and Tolerances, there shall be no claim under this Warranty unless the failure has adversely affected or will adversely affect the performance of a portion of the Unit or Common Elements.

o. Warranty at Time of Purchase. This Warranty applies only to the construction and condition of the Unit and Common Elements at the time of Seller’s sale of the Unit to Buyer. This Warranty does not extend to future performance or duration of any improvement or component of the Condominium, and Seller makes no such warranty.

p. Other Limitations and Exclusions. This Warranty excludes any loss or damage (i) due to normal wear and tear or normal deterioration; (ii) caused by accidents, riot, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, war, terrorism, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption or changes in underground water table not reasonably foreseeable; (iii) caused by soil movement; (iv) caused by insects; (v) caused to or by any items supplied by Buyer or which are not part of the Unit at the time of closing; (vi) relating to cooking odors or other odors from other Units or elsewhere; or (vii) consisting of or relating to temporary ponding or pooling of water on roofs, decks, walkways, driveways or other parts of the Condominium, provided such ponding or pooling does not cause damage to the Unit or Common Elements.

3. Apparent Unit Defects. Buyer had the opportunity to make a detailed walk-through inspection of the Unit in connection with Buyer’s execution of the CPSA. Any defects in appearance, or damage to, the surfaces and fixtures in the Unit that are disclosed by a walk-through inspection are “Apparent Unit Defects”. Buyer waives all claims for any Apparent Unit Defects that Seller has not agreed in writing to fix and this Warranty shall not extend to such Apparent Unit Defects. “Apparent Unit Defects” include but are not limited to defects, inconsistencies, non-conformity and pre-existing damage in and to: paint, ceilings, wood and other floor materials, carpets, tile or ceramic surfaces, linoleum, electrical and heating/cooling/ventilation fixtures, bathroom fixtures and hardware, door and window hardware, window coverings, fireplace, cabinets, countertops and other surfaces in the Units.

4. Apparent Common Element Defects. Buyer and Seller agree that Seller is entitled to receive timely notice of any construction defects in the Common Elements in order to verify that such defects have not been caused by subsequent damage and in order to allow Seller the opportunity to correct such defects. Therefore, within sixty (60) days after the termination of the period of Declarant control provided in the Declaration, the Association, by its board of directors, shall participate in a meeting (“Inspection Meeting”) with Seller at the Condominium to inspect the Common Elements jointly. If the Inspection Meeting has not taken place within the above time, Seller may schedule it at any time during ordinary business hours or other agreed time, by seven (7) days prior written notice to the Association. At the time of the Inspection Meeting, the Association shall notify Seller in writing of any defects in the Common Elements which are visible or of which the Association has knowledge (“Apparent Common Element Defects”). Seller shall with reasonable promptness correct any Apparent Common Element Defects which exist (in accordance with Attachment A hereto, “Defined Standards and Tolerances”) and of which the Association timely notifies Seller in writing at the time of the Inspection Meeting. Buyer and the Association waive all claims for any Apparent Common Element Defects of which Seller is not notified in writing at the time of the Inspection Meeting, and this Warranty shall exclude any Apparent Common Element Defects of which Seller is not notified in writing at the time of the Inspection Meeting. “Apparent Common Element Defects” include but are not limited to visible or apparent defects, inconsistencies, non-conformity and pre-existing damage in and to: decks, walkways, siding, exterior surfaces, roofs, gutters and drainage pipes, landscaping, retaining walls, foundations, garages, paved surfaces, paint, wall coverings, window glass, ceilings, hardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical, plumbing and heating/cooling/ventilation fixtures, and door and window hardware.

5. Claims Procedure. Each claim under this Warranty which is made by Buyer with respect to the Unit, or by the Association with respect to a Common Element, shall first be made in writing, entitled “Notice of Claim,” and shall contain a detailed description of the claimed defect. Each claim shall be mailed, postage paid, to:

Enso/2201 Venture LLC
505 Fifth Avenue South, Suite 900
Seattle, Washington 98104

or to such other address or addresses as Seller shall provide to Buyer. Buyer and/or the Association shall provide Seller access and entry to the Unit and Common Elements during normal business hours to inspect and/or repair the claimed defect within 48 hours after any written or spoken request by Seller for such access, or immediately if reasonably necessary to prevent further damage. Seller shall respond in writing to such claim no later than thirty (30) days after Seller’s receipt of the claim. Seller shall have the right to cure the defective construction described in the claim to conform with this Warranty within ninety (90) days after responding to the claim or within such longer period as may reasonably be required. Seller may at its option repair or replace, or pay the reasonable cost of repairing or replacing, such defective construction. Seller shall not be responsible for exact color, paint matching, texture or finish matches nor for unavailability of materials or components matching materials or equipment originally used. If either party is dissatisfied with the resolution of the claim following Seller’s written response and effort to cure the defective condition, then the parties shall meet within fourteen (14) days in an effort to resolve the

claim to the parties' mutual satisfaction. All work done by Seller or its contractors on items not covered by this Warranty shall be at Buyer's sole cost unless otherwise agreed in writing. Buyer shall pay all costs incurred by Seller in inspecting items not covered by this Warranty based upon prevailing rates for Seller's employees or contractors.

6. Legal Action; Time Limitation. Any legal action asserting a claim under this Warranty or any other claimed warranty relating to the Unit or Common Elements must be commenced within four (4) years after the cause of action accrues. A cause of action accrues, regardless of Buyer's lack of knowledge of the breach: (a) as to the Unit, the date Buyer is first entitled to possession of the Unit; and (b) as to each Common Element, at the latest of (i) the date the first Unit in the Condominium was conveyed to a bona fide purchaser, (ii) the date the Common Element was completed, or (iii) the date the Common Element was added to the Condominium.

7. Seller's Right to Inspect and Make Repairs. Seller shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Condominium in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Seller shall pay all costs of such inspections and tests made pursuant to this Section, shall have the right to make such repairs as Seller deems appropriate, shall restore the affected portion of the property to its condition immediately prior thereto, and shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. Seller shall have such rights of entry on, over, under, across and through the property in the Condominium as may be reasonably necessary to exercise the rights described in this paragraph. Seller shall provide reasonable advance notice to the Association of the inspections and repairs shall permit representative of the Association to be present during the inspections and repairs and shall provide the Association copies of inspection reports.

8. Defects Encountered in Construction Process; Further Disclaimer and Modification of Warranty. Buyer acknowledges that defects and construction problems may occur during the construction process and be corrected by the general contractor and subcontractors during the course of or after the construction process, and Buyer agrees that if defects or construction problems have occurred during the construction process, this is not of itself a matter requiring disclosure to Buyer. In the event Seller encounters a problem that it does not intend to correct, or discovers an issue it wishes to disclose to Buyer, Seller reserves the right to disclaim that problem or issue and modify this Warranty accordingly. In which event, Buyer may (a) rescind the purchase and sale agreement by written notice of rescission given to Seller within three (3) days of receipt of the disclaimer; (b) accept a change to the purchase price, if that is offered by Seller; or (c) close the purchase of the Unit on the terms of the Warranty, as modified.

9. Subsequent Buyers. If Buyer sells the Unit at any time within four (4) years after closing of the sale of the Unit from Seller to Buyer, or Buyer's taking possession of the Unit, whichever is later, Buyer shall notify Seller of the sale in writing and shall include in the signed purchase and sale agreement providing for such sale a provision that the person(s) purchasing the Unit agree that any warranty rights of such person(s) relating to the Unit or Common Elements are limited to Buyer's rights under this Warranty at the time of such sale. If Buyer fails to comply with

this Paragraph, Buyer shall indemnify, defend and hold harmless Seller from and against all damages, costs, attorney fees and expenses caused by such failure.

10. No Other Warranties. Seller and Buyer agree that there are no express or implied warranties concerning the design, construction or condition of the Unit or Common Elements arising from Seller's sale of the Unit to Buyer, other than those stated in the Implied Warranty.

11. Survival and Savings. This Warranty shall survive the conveyance of title, delivery of possession of the Unit, or other final settlement between Seller and Buyer, and shall be binding upon Seller and Buyer notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by Buyer or Seller. If any part of this Warranty is held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder hereof.

Seller and Buyer have executed this Warranty Addendum as of this ____ day of _____, 200__.

SELLER:
Enso/2201 Venture LLC, a Washington limited liability company

BUYER(S):

By: City Investors II L.L.C., a Washington limited liability company, its Managing Member

By: City Investors LLC, a Washington limited liability company, its sole member

By: _____
Its _____

ATTACHMENT A TO WARRANTY ADDENDUM

DEFINED STANDARDS AND TOLERANCES

Any construction problem or condition listed below as “Covered” which exists in the Unit or Common Elements will be deemed to be within the coverage of the Warranty, subject to all modifications, exclusions and limitations of the Warranty, provided that Buyer and/or the Residential Committee and/or the Association have performed proper maintenance of the affected improvements, and provided that Buyer and/or Residential Committee and/or the Association have complied with all applicable provisions of the Warranty, including all notice provisions. Seller shall not be responsible for exact color or texture of finishes or finish matches where materials are replaced or repaired or in areas repainted, or where original materials are unavailable. These Defined Standards and Tolerances shall apply at the Buyer’s Walk-Through Inspection (for units) and Inspection Meeting (for Common Elements) and during the term of the Warranty. Construction problems or conditions that either (a) are of the same kind, but not of the same extent or due to the same causes, as those listed as “Covered” or (b) are listed as “Not Covered” will not be deemed to violate the Warranty, and will be deemed to be constructed in accordance with sound engineering and construction standards and in a workmanlike manner.

1. Masonry and Concrete

(a) Covered:

- (i) Concrete foundation wall cracks greater than 1/4 inch in width.
- (ii) Cracks in blocks, bricks, and mortar joints greater than 3/8 inch in width.
- (iii) Cracks in concrete garage floors greater than 1/4 inch in width or 1/4 inch in vertical displacement.
- (iv) Concrete slab cracks which cause finished floor coverings to rupture.

(b) Not Covered:

- (i) Efflorescence, unless caused by major leakage.
- (ii) Masonry cleaning and resealing required as ordinary maintenance.
- (iii) Concrete cleaning and sealing.
- (iv) Striping of parking spaces.
- (v) Uneven pavers due to settlement over time.
- (vi) Vibration or deflection of floors, provided construction is within applicable building code.

2. Grading and Drainage

(a) Covered:

- (i) Excessive ground settlement (greater than 6 inches) around foundation, utility trenches, or other filled areas (settled areas filled only once).
- (ii) Improper grades and swales which both cause standing water for more than 24 hours (or 48 hours in swales) and affect the drainage

in the immediate area surrounding the entrance areas and walkways.

(b) Not Covered:

- (i) Any condition not described above.

3. Foundation and Garage

(a) Covered:

- (i) Garage will be suitable for intended uses for parking and storage, but no warranty that garage will be waterproof and/or free from water.

(b) Not Covered:

- (i) Seepage of water or wetness in garage areas.
- (ii) Water infiltration (and any resulting damage) caused by improper use or maintenance procedures, such as pressure washing or excessive overspray.
- (iii) Seepage of water between levels of parking garage due to small cracks in concrete walls or floors.
- (iv) Mold/mildew in storage areas.
- (v) Garage and storage areas are unheated and not appropriate for storage of items that require conditioned space.

4. Roofing

(a) Covered:

- (i) Roof leaking and flashing leaks due to improper installation or materials, when not caused by snow and ice buildup.
- (ii) Leaks in roof drains and rain leaders not caused by debris.
- (iii) Inadequate insulation that does not meet applicable building code.

(b) Not Covered:

- (i) Leakage caused or made worse by buildup of snow, ice or debris.
- (ii) Water infiltration through vents, drains, vent caps, mechanical equipment, fixtures or attached components, caused by snow, ice, debris, high winds or driving rain.
- (iii) Ponding of water, if not in excess of manufacturer's installation and material specifications.
- (iv) Leakage through louvers and vents caused by excessive winds and rainfall.
- (v) Location of additional mechanical or other equipment on roof other than original equipment.

5. Exterior Cladding and Caulking

(a) Covered:

- (i) Separation of exterior trim joints in excess of 1/4 inch.
- (ii) Exterior joint separation of cladding, if due to improper installation or materials.
- (iii) Cracking of stone veneer or concrete panels in excess of 1/4 inch.

(b) Not Covered:

- (i) Cracks in caulking and shrinkage of caulking due to weather or normal wear.
- (ii) Damage or change in color due to atmospheric conditions or accumulation of dirt or other contaminants.
- (iii) Color variation due to repair or replacement.
- (iv) Imperfections or inconsistencies in metal panel finish including “oil-canning”.

6. Decks and Terraces

(a) Covered:

- (i) Damage due to improper flashing, sealing or waterproofing, where applicable.
- (ii) Loose railings or posts if due to defective materials or improper installation not meeting manufacturer’s specifications.

(b) Not Covered:

- (i) Damage due to lack of regular maintenance or improper care, such as use of solvents or improper use of pressure washer that could destroy the membrane.
- (ii) Imperfections in deck coating, texture or color, including variations due to repair or replacement.
- (iii) Cracks from expansion and contraction or movement.
- (iv) Vibration or deflection, provided construction is within applicable building code.
- (v) Water buildup caused by debris in drains or lack of maintenance.
- (vi) Damage or change in color due to atmospheric conditions or accumulation of dirt or other contaminants.
- (vii) Damage caused by improper loading or storage.
- (viii) Location of equipment or other items on decks or terraces.
- (ix) Stains from natural materials falling on decks or terraces such as leaves or tree branches.

7. Fireplace and Vents

(a) Covered:

- (i) Not enough draw due to improper installation.
- (ii) Gas leakage due to improper installation.
- (iii) Water intrusion through fireplace vents due to improper installation.

(b) Not Covered:

- (i) Cleaning, and performance problems due to lack of cleaning.
- (ii) Wind flow or water intrusion through vents or flue due to unusually high winds or driving rain.
- (iii) Malfunctions due to weather conditions or loss of electrical power.
- (iv) Interior or exterior soot caused by fireplace use.

8. Windows, doors and bi-pass doors or panels
- (a) Covered:
- (i) Warpage of doors in excess of 1/4 inch in 32 inches or are out of plumb in excess of 3/4 inch in 8 vertical feet caused by faulty materials or installation.
 - (ii) Door panel splits caused by faulty materials or installation.
 - (iii) Windows do not operate with reasonable pressure applied.
 - (iv) Drafts around windows and doors due to defective weather-stripping or improper fit.
 - (v) Faulty glass or window seals.
- (b) Not Covered:
- (i) Warpage of doors caused by owner heating, cooling or ventilation practices, unusually high heat, or temperature or humidity fluctuations.
 - (ii) Binding or sticking due to expansion and contraction.
 - (iii) Discoloration around vents.
 - (iv) Damage or water intrusion resulting from windows or doors left open.
 - (v) Light, noise or odor infiltration, provided construction is within applicable building code.
 - (vi) Derailed bi-fold, pocket or bi-pass doors or panels.
 - (vii) Gaps around doors for ventilation purposes.
 - (viii) Damage caused by failure to maintain vents and weeps, including resultant damage.
 - (ix) Adjustments to door or window hinges and hardware that are considered maintenance items.
 - (x) Damage due to owner modification of window frames or trim, including but not limited to penetrating window frames or glass.
9. Glass and Mirrors
- (a) Covered:
- (i) Scratches or flaws in windows, glass and mirrors, if noted on Buyer's Walk Through Inspection list.
- (b) Not Covered:
- (i) Scratches or flaws in windows, glass and mirrors not noted on Buyer's Walk Through Inspection list.
10. Interior Walls and Trim
- (a) Covered:
- (i) Walls and framing for doors and windows that bulge or bow in excess of 1/4 inch in 32 inches or are out of plumb in excess of 3/4 inch in 8 vertical feet
 - (ii) Faulty installation of trim (separation greater than 1/4 inch).
 - (iii) Walls or ceiling cracks greater than 1/8 inch in width during first twelve months of ownership.

- (b) Not Covered:
 - (i) Cracking of materials or surface, including cracks at wall/ceiling joint caused by building movement or settlement,

11. Interior and Exterior Paint

(a) Covered:

- (i) Peeling paint on railings due to improper installation or defective materials.

(b) Not Covered:

- (i) Imperfections not noted on Buyer's Walk Through Inspection list; e.g. unless otherwise noted, paint accepted "as is."
- (ii) Color variations, fading or staining due to aging or atmospheric conditions.
- (iii) Color variations due to repair or replacement.

12. Flooring and Covering

(a) Covered:

- (i) Floor covering that becomes loose within twelve months after Buyer's Walk-Through Inspection, if due to improper installation.
- (ii) Large areas of floor substrate or leveling material that is loose.

(b) Not Covered:

- (i) Movement, creaks, squeaks and cracks (including grout) in flooring caused by expansion, contraction, normal settlement and movement.
- (ii) Deflection of floor slabs provided construction is within applicable building code.
- (iii) Expansion, contraction and shrinkage due to improper heating cooling or ventilation practices.
- (iv) Cracks or separation from expansion and contraction of wood, tile or other floor materials.
- (v) Fading of floors and floor materials, including wood or other materials.
- (vi) Noises caused by expansion and contraction of wood or other floor materials.
- (vii) Scratches or damage to flooring not noted during the Buyer's Walk Through Inspection.
- (viii) Location of carpet seams or slightly raised carpet seams.
- (ix) Re-sealing of tile, stone, grout or other surfaces after initial sealing by Seller. (Buyer is responsible for sealing and ongoing maintenance.)

13. Cabinets, Countertops, Tile and Backsplashes

(a) Covered:

- (i) Cabinet doors and drawers warpage in excess of 3/8 inch caused by faulty materials or installation.
- (ii) Cabinet separates from wall or ceiling in excess of 1/4 inch.

- (iii) Cracks in tile grout within first twelve months of ownership.
- (b) Not Covered:
 - (i) Scratches, flaws or damage to cabinets or countertops, unless noted on Buyer's Walk-Through Inspection list.
 - (ii) Cracking of grout after first twelve months of ownership.
 - (iii) Cracking of materials or surfaces caused by building movement or settlement.
 - (iv) Warpage of cabinet doors caused by owner heating or cooling practices, unusually high heat, or temperature or humidity fluctuations.
 - (v) Delamination or separation of veneers or wood composites due to excessive moisture.
 - (vi) Re-sealing/re-waxing of concrete countertops after initial sealing/waxing by Seller. (Buyer is responsible for sealing and ongoing maintenance.)
 - (vii) Staining of concrete countertops, unless noted on Buyer's Walk-Through Inspection list.

14. Cooling, Heating and Ventilation

- (a) Covered:
 - (i) Insufficient cooling, heating or ventilation due to manufacturing defect or malfunction.
- (b) Not Covered:
 - (i) On-going maintenance and filter replacement.
 - (ii) Noise due to normal expansion and contraction and air flow.
 - (iii) Clogged condensation lines.
 - (iv) Damage or failure due to lack of maintenance or failure to operate heating, cooling or ventilation elements as recommended.
 - (v) Addition of heating, cooling or ventilation systems to any area not provided with such systems as part of initial building construction, unless required by applicable building code.
 - (vi) Damage to any item or materials stored in unheated areas.
 - (vii) Insufficient cooling, heating or ventilation due to interior loads which exceed the design criteria.

15. Plumbing, System

- (a) Covered:
 - (i) Pipes that freeze and burst due to defective workmanship or materials.
 - (ii) Plumbing malfunctions as result of defective workmanship or materials.
 - (iii) Pipes that make loud, hammering noises as a result of defective workmanship or materials.
- (b) Not Covered:
 - (i) Noise due to normal expansion and contraction and water flow.

- (ii) Cosmetic damage to fixtures, not noted in Buyer Walk Through Inspection.
 - (iii) Cracking of materials, surfaces or tub, shower or basin units caused by building movement or settlement.
 - (iv) Staining and performance problems due to water quality.
 - (v) Damage to or blockage of sprinkler or plumbing systems caused by improper use.
 - (vi) Limited supply of hot water during excessive demand periods.
16. Electrical and Telephone
- (a) Covered:
 - (i) Outlets, switches, or fixtures fail due to faulty installation or materials.
 - (b) Not Covered:
 - (i) Emergency power is limited to life safety system functionality.
 - (ii) Cosmetic damage to fixtures, unless identified in Buyer's Walk Through Inspection.
 - (iii) Noise due to normal operation of electrical or electrical/mechanical equipment.
 - (iv) Electrical fluctuations, provided construction is within applicable building code.
 - (v) Damage caused by faulty appliances.
 - (vi) Electrical and radio noise and interference from inside or outside the building, provided construction is within applicable building code.
 - (vii) Location or placement of equipment, provided it meets code.
17. Security System
- (a) Covered:
 - (i) Performance not meeting manufacturer's standards.
 - (b) Not Covered:
 - (i) Replacement of security entry devices.
 - (ii) Limitations in the security system that are inherent in the original design specifications or manufacturer's products.
18. Landscaping, Terrace and Water Feature
- (a) Covered:
 - (i) Newly planted trees and shrubs that die during first growing season unless caused by failure to maintain properly.
 - (b) Not Covered:
 - (i) Damage to water feature caused by improper maintenance or operation.
 - (ii) Maintenance and watering of landscape materials
 - (iii) Damage caused by freezing temperatures or severe weather.
 - (iv) Location or placement of trees, shrubs, or other landscape elements.

- (v) Settlement of soil or mulch in landscaped beds or planters.
- (vi) Staining and accelerated wear of terrace surface resulting from planters resting on deck surfaces.
- (vii) Failure of waterproof membrane due to damage from improper maintenance and use of terrace

19. Cosmetic Items

(a) Covered:

- (i) Items identified as Apparent Unit Defects during Buyer's Walk Through Inspection.

(b) Not Covered:

- (i) Chips, stains, scratches, or marks on tile, woodwork, walls, floors, ceilings, porcelain, brick, mirrors, plumbing fixtures, stone and concrete countertops, lighting fixtures, appliances, cabinets, and the like not identified as Apparent Unit Defects during Buyer's Walk-Through Inspection and Initial Meeting for Common Elements.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
List account number(s) here (optional)		
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnership. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S. – China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S. – China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter the "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
98. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. Common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-Misc, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Reproduced by First American Title Insurance 12/2005

RECEIPT FOR EARNEST MONEY

This Receipt is for Earnest Money received as part of the Purchase and Sale Agreement dated _____
between _____ ("Buyer")
and Enso/2201 Venture LLC ("Seller")
concerning 820 Blanchard Street # Seattle, WA 98121 ("the Property")

On _____, the undersigned received earnest money from Buyer in the amount
of _____ by personal check cashier's check promissory note cash
 other (_____).

- _____
 Selling Licensee
 Selling Broker
 Closing Agent
 Other _____

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following receipt, regardless of the terms of the Agreement.

The LAW of REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate broker or salesperson. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

SECTION 1. Definitions. Defines the specific terms used in the law.

SECTION 2. Relationships between Licensees and the Public. States that a licensee who works with a buyer or tenant represents that buyer or tenant — unless the licensee is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also states that in a transaction involving two different licensees affiliated with the same broker, the broker is a dual agent and each licensee solely represents his or her client — unless the parties agree in writing that both licensees are dual agents.

SECTION 3. Duties of a Licensee Generally. Prescribes the duties that are owed by all licensees, regardless of who the licensee represents. Requires disclosure of the licensee's agency relationship in a specific transaction.

SECTION 4. Duties of a Seller's Agent. Prescribes the additional duties of a licensee representing the seller or landlord only.

SECTION 5. Duties of a Buyer's Agent. Prescribes the additional duties of a licensee representing the buyer or tenant only.

SECTION 6. Duties of a Dual Agent. Prescribes the additional duties of a licensee representing both parties in the same transaction, and requires the written consent of both parties to the licensee acting as a dual agent.

SECTION 7. Duration of Agency Relationship. Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.

SECTION 8. Compensation. Allows brokers to share compensation with cooperating brokers. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.

SECTION 9. Vicarious Liability. Eliminates the common law liability of a party for the conduct of the party's agent or subagent, unless the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent associated with a different broker.

SECTION 10. Imputed Knowledge and Notice. Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.

SECTION 11. Interpretation. This law replaces the fiduciary duties owed by an agent to a principal under the common law, to the extent that it conflicts with the common law.



SECTION 1

DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) “Agency relationship” means the agency relationship created under this chapter or by written agreement between a licensee and a buyer and/or seller relating to the performance of real estate brokerage services by the licensee.

(2) “Agent” means a licensee who has entered into an agency relationship with a buyer or seller.

(3) “Business opportunity” means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof.

(4) “Buyer” means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(5) “Buyer’s agent” means a licensee who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer’s agent.

(6) “Confidential information” means information from or concerning a principal of a licensee that:

- (a) Was acquired by the licensee during the course of an agency relationship with the principal;
- (b) The principal reasonably expects to be kept confidential;
- (c) The principal has not disclosed or authorized to be disclosed to third parties;
- (d) Would, if disclosed, operate to the detriment of the principal; and
- (e) The principal personally would not be obligated to disclose to the other party.

(7) “Dual agent” means a licensee who has entered into an agency relationship with both the buyer and seller in the same transaction.

(8) “Licensee” means a real estate broker, associate real estate broker, or real estate salesperson, as those terms are defined in chapter 18.85 RCW.

(9) “Material fact” means information that substantially adversely affects the value of the property or a party’s ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) “Principal” means a buyer or a seller who has entered into an agency relationship with a licensee.

(11) “Real estate brokerage services” means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(12) “Real estate transaction” or “transaction” means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(13) “Seller” means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(14) “Seller’s agent” means a licensee who has entered into an agency relationship with only the

seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(15) "Subagent" means a licensee who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the agent in writing to appoint subagents.

SECTION 2

RELATIONSHIPS BETWEEN LICENSEES AND THE PUBLIC.

(1) A licensee who performs real estate brokerage services for a buyer is a buyer's agent unless the:

- (a) Licensee has entered into a written agency agreement with the seller, in which case the licensee is a seller's agent;
- (b) Licensee has entered into a subagency agreement with the seller's agent, in which case the licensee is a seller's agent;
- (c) Licensee has entered into a written agency agreement with both parties, in which case the licensee is a dual agent;
- (d) Licensee is the seller or one of the sellers; or
- (e) Parties agree otherwise in writing after the licensee has complied with section 3(1)(f) of this act.

(2) In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of both parties as required under section 6 of this act. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.

(3) A licensee may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the licensee complies with this chapter in establishing the relationships for each transaction.

SECTION 3

DUTIES OF A LICENSEE GENERALLY.

(1) Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:

- (a) To exercise reasonable skill and care;
- (b) To deal honestly and in good faith;
- (c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
- (d) To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate;
- (e) To account in a timely manner for all money and property received from or on behalf of either party;
- (f) To provide a pamphlet on the law of real estate agency in the form prescribed in section 13 of this act to all parties to whom the licensee renders real estate brokerage services, before the party signs

an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under section 2(1)(e), 4(1)(e), 5(1)(e), or 6(2)(e) or (f) of this act, whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled “Agency Disclosure” in the agreement between the buyer and seller or in a separate writing entitled “Agency Disclosure.”

(2) Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party’s financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

SECTION 4

DUTIES OF A SELLER’S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller’s agent, the duties of a seller’s agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) of this subsection:

- (a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller’s interest in a transaction;
- (b) To timely disclose to the seller any conflicts of interest;

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent’s expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller’s agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a buyer for the property; except that a seller’s agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller’s agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 5

DUTIES OF A BUYER’S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer’s agent, the duties of a buyer’s agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) of this subsection:

- (a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer’s interest in a transaction;
- (b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyers or create a conflict of interest.

SECTION 6

DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with section 3(1)(f) of this act, which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3)(a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4)(a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7

DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the licensee undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the licensee;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such a termi-

nation does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a licensee owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

SECTION 8

COMPENSATION.

(1) In any real estate transaction, the broker's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between brokers.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the licensee.

(3) A seller may agree that a seller's agent may share with another broker the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent may share with another broker the compensation paid by the buyer.

(5) A broker may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A buyer's agent or dual agent may receive compensation based on the purchase price without breaching any duty to the buyer.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a licensee to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 9

VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

- (a) Unless the principal participated in or authorized the act, error, or omission; or
- (b) Except to the extent that:
 - (i) The principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A licensee is not liable for an act, error, or omission of a subagent under this chapter, unless the licensee participated in or authorized the act, error or omission. This subsection does not limit the liability of a real estate broker for an act, error, or omission by an associate real estate broker or real estate salesperson licensed to that broker.

SECTION 10

IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such broker.

SECTION 11

INTERPRETATION.

This chapter supersedes only the duties of the parties under the common law, including fiduciary duties of an agent to a principal, to the extent inconsistent with this chapter. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a licensee while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

BUYER PROFILE

UNIT # _____

NAME: _____

DATE: _____

CURRENT ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: (W) _____ (H) _____

How did you learn about Enso? _____
(Walk/drive by, referral, ad, sign, Internet, NWMLS, Tenant, etc.)

AGE GROUP

- Under 30
- 30-39
- 40-49
- 50-59
- 60-75
- Over 75

INCOME

- Under \$40,000
- \$40,000-\$60,000
- \$60,000-\$80,000
- \$80,000-\$100,000
- \$100,000-\$150,000
- \$150,000-\$200,000
- \$200,000-\$250,000
- Over \$250,000

EMPLOYMENT

- Managerial
- Executive
- High Tech
- Sales
- Professional
- Self Employed
- Retired
- Administrative
- Other _____

LIVING STATUS

- Single Female
- Single Male
- Married
- Partners

BUYER'S COMMUTE TO WORK FROM NEW HOME

- Less than 1 Mile
- 2-5 Miles
- 6-10 Miles
- Over 10 Miles
- N/A Retired

CURRENT RESIDENCE

- Downtown/Belltown
- Queen Anne/Magnolia
- Capitol Hill/Eastlake
- Ballard/Greenwood
- Greenlake/Phinney Ridge
- U District/Ravenna
- Laurelhurst/Wedgewood
- Madison Park/Leschi
- West Seattle
- North End
- South End
- Eastside
- Other WA city
- Other State
- Other Country

ENSO, A CONDOMINIUM

PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

In connection with the purchase of a Unit in Enso, a condominium, the undersigned Purchaser hereby acknowledges receipt, and the undersigned Selling Agent hereby certifies delivery, of a Public Offering Statement dated July 24, 2009, together with copies of all of the documents referred to therein (the "POS").

Purchaser and Selling Agent further acknowledge: that Selling Agent does not have the authority to make, and has not made, any representation or promise on behalf of Seller; and that Seller is liable only for representations and promises contained either in the POS or other written document signed by Seller.

PURCHASER:

Dated: _____

Signature

Print Name

Dated: _____

Signature

Print Name

SELLING AGENT:

Dated: _____

By _____

Its _____

INSTRUCTIONS TO SELLING AGENT

Upon delivery of the POS to the Purchaser, the above acknowledgement must be signed by the Purchaser and Selling Agent; and returned to the Listing Agent. Purchase and Sale Agreements will not be accepted by Seller unless accompanied by the Purchaser's written acknowledgement of receipt of the foregoing documents.