

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

In re:

Case No. 17-13739-LMI

Chapter 11

HOLLYWOOD ONE, L.L.C.

Debtor(s). _____/

**DEBTOR'S MOTION TO SELL PROPERTY FREE AND CLEAR OF
LIENS, CLAIMS AND ENCUMBRANCES**

Property Address: 4806 Mantlewood Way, #105, Aberdeen, MD 21009

Debtor-in-Possession, Hollywood One, L.L.C. (the "Debtor") files this Motion to Sell Property Free and Clear of Liens Claims and Encumbrances and states as follows:

I. BACKGROUND

1. On March 28, 2017, the Debtor filed a voluntary Chapter 11 bankruptcy petition. Since that time, the Debtor has operated as debtor-in-possession pursuant 11 U.S.C. §§1107 and 1108.

2. As of the date hereof, no creditors' committee has been appointed. In addition, no trustee or examiner has been appointed.

3. This Court has jurisdiction over the instant Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (M), (N) and (O).

4. The statutory bases for the relief sought herein are sections 105(a) and 363 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6004 and 9014 of the Federal Rules of Bankruptcy Procedure.

5. The Debtor is the owner of multiple parcels of undeveloped land and two residential condominium units in Harford County, Maryland (the "Maryland Properties"). One of the two residential condominium units has the address of 4806 Mantlewood Way, #105, Aberdeen, MD 21009 ("Unit 105").

6. Unit 105 is valued by the Maryland state tax assessor at \$145,000.00 and by the website www.zillow.com at \$141,903.00. See Exhibit A and Exhibit B.

7. Fulton Bank holds a senior secured mortgage on the Maryland Properties, including Unit 105. According to its Proof of Claim, the outstanding indebtedness on Fulton Bank's mortgage is \$1,608,760.91. Fulton Bank has alleged that it holds additional claims secured by the Maryland Properties which would bring the total Fulton Bank debt to approximately \$4.5 million dollars.

8. In July 2017, the Debtor sold a portion of the Maryland Properties and paid down \$471,475.00 of the Fulton Bank debt.

9. The Debtor has had Unit 105 listed for sale for parts of 2015, 2016 and 2017.

10. On July 6, 2017, the Court approved the Debtor's application to employ Rita Quintero and the Regional Team of Keller Williams American Premier Realty ("Keller Williams") (D.E. #65) as a real estate broker to market and sell, among other things, Unit 105.

11. On January 28, 2018, the Debtor obtained a new contract (the "Contract") to sell the Property to Scott Frommeyer (the "Buyer") for \$147,000.00. A copy of the Contract is attached hereto as Exhibit C.

12. The proposed transaction is arms-length and the Buyer is not an insider of the Debtor.

13. The Contract sets a proposed closing date of March 16, 2018.

14. An itemization of the proposed settlement and closing costs will be filed upon receipt.

15. If approved, the Debtor intends to utilize the funds from the proposed sale to further pay down Fulton Bank's secured claim or in a manner agreed to by Fulton Bank.

16. Any payments made to Fulton Bank pursuant to the sale are without prejudice to the Debtor's right to object to Fulton Bank's claim in this bankruptcy case.

II. RELIEF REQUESTED

17. The Debtor respectfully requests authority to sell the estate's right, title and interest in Unit 105 to the Buyer free and clear of all liens, claims, and encumbrances, with any liens, claims and encumbrances to attach to the sale proceeds pursuant to 11 U.S.C. §§ 363(b) and (f).

18. The Debtor believes that the proposed sale to the Buyer will maximize the value and benefit of Unit 105 to creditors of this estate.

19. The sale be on an “as is, where is” basis without representations of any kind, except as may be contained in the Contract.

20. Section 363(b) provides, in relevant part, that a debtor “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). Sales of this nature are generally approved when the debtor demonstrates that the sale constitutes an exercise of sound “business judgment”. *See Generally* 3 COLLIER ON BANKRUPTCY ¶ 363.02[1][f] (16th ed. 2011). *See also In re Diplomat Const., Inc.*, 2012 WL 5205792, *(Bankr. N.D. Ga. September 18, 2012) (“[t]he business judgment test is the prevailing rubric to evaluate the proposed transaction under § 363(b)(1)”); *In re Condere Corp.*, 228 B.R. 615 (Bankr. S.D. Miss. 1998) (business judgment); *WBQ P’ship v. Virginia*, 189 B.R. 97 (Bankr. E.D. Va. 1995) (best interest of the estate); *In re Delaware & Hudson Railway Co.*, 124 B.R. 169 (D. Del. 1991); (fair and reasonable price); *In re Phoenix Steel*, 82 B.R. 334 (Bankr. D. Del. 1987) (fair and equitable transaction).

Sound Business Judgment

21. The “sound business judgment” test requires a debtor to establish: (a) that a sound business reason justifies the sale outside the ordinary course of business, (b) that accurate and reasonable notice has been provided to interested parties, (c) that the contract obtained reflects a fair and reasonable price, and (d) good faith. *Id.*; *In re Phoenix Steel Corporation*, 82 B.R. 334, 335 (Bankr. D. Del. 1987); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983).

22. In the present matter, sounds business reasons justify the sale of Unit 105 to the Buyer, the most obvious of which is the fact that the sale appears to be the best manner in which to pay down Fulton Bank’s secured claim and maximize value for the estate. A sale will also eliminate the costs of maintaining Unit 105, which is not currently income producing.

Fair Purchase Price

23. The Debtor further believes that the purchase price is reflective of the market value of Unit 105 as it is the result of active marketing and promotion by the a Court-approved broker. Moreover, the purchase price exceeds the Maryland tax assessor estimated value. Indeed, Fulton Bank

has been critical of the Debtor for not lowering the sales price for Unit 105 to less than \$139,000 (*see Motion to Dismiss Case* (D.E. #121, ¶¶64-65), so the Debtor presumes that Fulton Bank will support the proposed sale.

Good Faith

24. The Debtor submits the proposed sale is in good faith insofar as the Buyer is a third-party and not an insider of the Debtor. The Debtor will not be receiving any proceeds from the sale of Unit 105.

Free and Clear of Liens

25. The Debtor proposes to sell Unit 105 free and clear of all liens, claims, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code with all such liens, claims, and encumbrances attaching to certain sale proceeds. Such a sale is permitted if and when one of the following conditions is met: (1) applicable non-bankruptcy law permits sale of such property free and clear of such a lien, claim, or encumbrance; (2) the entity holding such lien, claim, or encumbrance consents to such a sale; (3) the lien, claim, or encumbrance is less than the aggregate value of all such interests; (4) such interest is in a bona fide dispute; or (5) the entity is compelled in a legal or equitable proceeding to accept a money satisfaction of such interest. *See Generally* 3 COLLIER ON BANKRUPTCY ¶ 363.06 (16th ed. 2011). The language of Section 363(f) is disjunctive so that a sale free and clear of liens, claims, and encumbrances may be approved if any one of the aforementioned conditions is met. *Id. See also In re Heine*, 141 B.R. 185, 189 (Bankr. D. S.D. 1992); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988).

26. The Debtor believes that the only secured claims on Unit 105 are held by the county tax collector and Fulton Bank. The tax collectors' claim will be paid in full at closing. The Debtor expects that Fulton Bank will consent to the proposed sale. Further, the Debtor reserves the right to assert a bona-fide dispute with regard to all or a portion of Fulton Bank's claims.

11 U.S.C. §363(m)

27. Section 363(m) of the Bankruptcy Code provides that the reversal or modification on appeal of a transaction authorized under Section 363(b) of the Bankruptcy Code does not affect the validity of the sale to an entity that acquired the property in good faith. *See, e.g., In re Stadium Management Corp.*, 895 F.2d 845 (1st Cir. 1990); *In re Adamson Co., Inc.*, 159 F.3d 896 (4th Cir. 1998).

28. The Buyer is a good faith purchaser under §363(m) of the Bankruptcy Code and is entitled to the protections under this section.

Request for Waiver of 14 Day Stay

29. Bankruptcy Rule 6004(h), provides that “[a]n order of the court authorizing the use, sale or lease of property ... is stayed until the expiration of 14 days after the entry of the order, *unless the court orders otherwise.*” Fed. R. Bankr. P. 6004(h) (emphasis added).

30. Depending on the Court’s availability to conduct a hearing on this Motion, the Debtor requests that the Court waive the 14-day stay if necessary to be able to close on the sale to the Buyer as soon as possible in order to comply with the Contract.

WHEREFORE, the Debtor respectfully requests entry of an order: (a) granting this Motion; (b) authorizing the Debtor to enter into the Contract to sell Unit 105 free and clear of liens, claims, and encumbrances, pursuant to sections 11 U.S.C. §§ 363(b) and (f) to the Buyer; (c) finding that the Contract was entered into with a good faith purchaser under 11 U.S.C. § 363(m); (d) authorizing the Debtor or closing agent to disburse the proceeds of the sale at closing as set forth herein, including any real estate commissions and finding that all such amounts are reasonable and appropriate; (e) waiving the stay required by Federal Rule of Bankruptcy Procedure 6004(h) and permitting the closing of the sale immediately upon the entry of an order granting this Motion; (f) finding good cause to hold, and holding that, any order granting this Motion shall survive conversion or dismissal of the Debtor’s bankruptcy case and that notwithstanding any conversion or dismissal of the above-captioned

bankruptcy case, if any, the sale of Unit 105 shall be free and clear of all claims liens and encumbrances; and (g) granting such other and further relief as is just and proper.

Attorney's Local Rule 2090-1(A) Certification

I hereby certify that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court set forth in Local Rule 2090-1(A).

HOFFMAN, LARIN & AGNETTI, P.A.
Counsel for the Debtor
909 North Miami Beach Blvd., Suite 201
North Miami Beach, FL 33162
Tel: (305) 653-5555
Email: mshoffman@hlalaw.com

/s/ Michael S. Hoffman
Michael S. Hoffman
Florida Bar No.: 41164



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

1. DATE OF OFFER: 01/28/2018

2. SELLER: Hollywood One LLC

3. BUYER: Scott D Frommeyer

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 4806 Mantlewood Way #105, 105 located in Aberdeen Harford City/County, Maryland, Zip Code 21001, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The Property is being conveyed: in fee simple or subject to an annual ground rent, now existing, in the amount of _____ Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.

6. PURCHASE PRICE: The purchase price is one hundred forty-seven thousand Dollars (\$ 147,000.00).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:
(a) An initial Deposit by way of _____ in the amount of one thousand Dollars (\$ 1000.00) at the time of this offer.
(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid _____

(c) All Deposits will be held in escrow by: Omni Land Settlement
(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: **(Check One)**
 A non-interest bearing account;
OR An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

8. SETTLEMENT: Date of Settlement 03/16/2018 or sooner if agreed to in writing by the parties.

9. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- Conventional Financing Addendum
- FHA Financing Addendum
- VA Financing Addendum
- USDA Financing Addendum
- Assumption Addendum
- Gift of Funds Contingency Addendum
- Owner Financing Contingency
- No Financing Contingency
- OTHER: _____

Buyer SDF 01/28/18 12:06PM EST

Seller QBRB MAR01SA (10/17)

dotloop signature verification: www.dotloop.com/my/verify/abur2DL-51109142u4-4-2018

10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within five (5) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within forty-five (45) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

11. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the Financing paragraph, the Financing Application and Commitment paragraph, and the Buyer Responsibility paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

12. HOME AND/OR ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached [] Buyer Inspection(s) Declined [] Buyer [] Buyer [] Buyer

13. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

- | | | | |
|--|--|---|-------------------------------------|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input checked="" type="checkbox"/> Alarm System | <input type="checkbox"/> Fireplace Screen Doors | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Freezer | <input type="checkbox"/> Shades/Blinds | |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Storage Shed(s) # _____ | |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Clothes Washer | <input checked="" type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Hot Tub, Equipment & Cover | <input type="checkbox"/> T.V. Antenna | |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom | <input type="checkbox"/> Trash Compactor | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> Wall Oven(s) # _____ | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Pool, Equipment & Cover | <input type="checkbox"/> Water Filter | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Water Softener | |
| <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> w/ice maker | <input type="checkbox"/> Window A/C Unit(s) # _____ | |
| <input checked="" type="checkbox"/> Exist. WW Carpet | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Window Fan(s) # _____ | |

ADDITIONAL INCLUSIONS (SPECIFY): ONE YEAR AHS HOME WARRANTY PAID BY SELLER
ADDITIONAL EXCLUSIONS (SPECIFY):

14. AGRICULTURALLY ASSESSED PROPERTY: The Agricultural Use Assessment (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The Agricultural Land Transfer Tax (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. If Seller used the Property for agricultural purposes and Buyer will not, the Tax may become due and could be substantial. The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by _____

15. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of


Buyer [Signature] 01/28/18 12:06PM EST

Seller [Signature] CBRB MAR01SA (10/17)

Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by


16. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**


Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.
 (BUYER)
12:06PM EST

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

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

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.
 (BUYER)
12:06PM EST


C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.


Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.
 (BUYER)
12:06PM EST

17. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration; See Notice Regarding Deferred Water and Sewer Charges.)

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 17.
 (BUYER)
12:06PM EST

Buyer  (BUYER)
12:06PM EST

Seller 
CERB MAR01SA (10/17)



- 18. ADDENDA/DISCLOSURES:** The Addenda checked below, which are hereby attached, are made a part of this Contract:
- Affiliated Business Disclosure Notice
 - As Is
 - Back Up Contract Addendum
 - Cash Appraisal Contingency
 - Condominium Resale Notice
 - Conservation Easement
 - Disclosure of Licensee Status
 - Disclosure of Leased Items Addendum
 - Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
 - First-Time Maryland Home Buyer Transfer & Recordation Tax
 - Homeowners Association Notice
 - Kickout
 - Local City/County Certifications/Registrations
 - Local City/County Notices/Disclosure
 - Maryland Lead Poisoning Prevention Program Disclosure
 - MD Non-Resident Seller Transfer Withholding Tax
 - Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act
 - Notice & Disclosure of Deferred Water & Sewer Charges
 - On-Site Sewage Disposal System Inspection
 - Property Inspections
 - Property Subject to Ground Rent
 - Purchase Price Escalation
 - Sale, Financing, Settlement or Lease of Other Real Estate
 - Seller Contribution
 - Seller's Purchase of Another Property
 - Short Sale
 - Third Party Approval
 - Water Quality

Other Addenda/Special Conditions: Seller to provide buyer at seller's expense, a one-year American Home Shield (AHS) home warranty in the amount of \$ 460.00

19. WOOD DESTROYING INSECT INSPECTION: Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

20. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

21. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is

Buyer  
01/28/18
12:06PM EST

Seller  
CORB MAR01SA (10/17)

located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

22. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

23. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

24. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.



25. TRANSFER CHARGES:

A. IN GENERAL. Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

B. FIRST-TIME BUYER. Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller. **RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

STATE TRANSFER TAX: Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

26. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

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27. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

28. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

29. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.



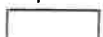
30. HOMEOWNER'S ASSOCIATION: The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

31. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

32. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

33. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

34. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

Buyer   

Seller  

35. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during, or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

36. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).



As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Pages 10 and 11 of this Contract; (b) the two (2) named Sales Associates identified on Pages 10 and 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

37. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

38. PROPERTY OWNER'S TITLE INSURANCE: Buyer, at Buyer's expense, may purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer.

39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

Buyer  
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40. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

41. PROPERTY INSURANCE BROCHURE: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

42. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net/home.html>.

43. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

44. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

45. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

46. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

47. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

48. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain

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other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

49. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

50. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)



51. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

52. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

53. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

54. NOTICE TO THE PARTIES:

- (A) **NO REPRESENTATIONS:** Brokers, their agents, subagents and employees, make no representations with respect to:
 - (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
 - (2) Location, size or operating condition of on-site sewage disposal systems;
 - (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
 - (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;
 - (5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

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Selling as is, where is with Buyer doing their inspection. I do not know of any faults.

Please indicate your actual knowledge with respect to the following:

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

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

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: _____ Age _____
 Comments: _____

Is there any existing fire retardant treated plywood? Yes No Unknown
 Comments: _____

4. Other Structural Systems, including exterior walls and floors:
 Comments: _____

Any defects (structural or otherwise)? Yes No Unknown
 Comments: _____

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

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
 Comments: _____

Is the system in operating condition? Yes No Unknown
 Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
 Comments: _____

Is the system in operating condition? Yes No Unknown Does Not Apply
 Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
 Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No
 Are the smoke alarms over 10 years old? Yes No
 If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No
 Comments: _____

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

10. Water Supply: Any problem with water supply? Yes No Unknown
 Comments: _____

Home water treatment system: Yes No Unknown
 Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply
 Comments: _____

Are the systems in operating condition? Yes No Unknown
 Comments: _____

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

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
 Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown
 Comments: _____

dotloop signature verification: www.dotloop.com/my/verification/0021091587072022

dotloop signature verification: www.dotloop.com/my/verification/0L298978920-3-T101

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown
Comments: _____
Any treatments or repairs? Yes No Unknown
Any warranties? Yes No Unknown
Comments: _____

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

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?
 Yes No Unknown
Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?
 Yes No Unknown
If yes, specify below
Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? Yes No Does Not Apply Unknown
Comments: _____

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

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?
 Yes No Unknown If yes, specify below
Comments: Hollywood One LLC had Jay Jackson of Community Asset

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?
 Yes No Unknown
Comments: any HOA Questions please call website or call 717-801-9601

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate office
RESIDENTIAL PROPERTY DISCLOSURE STATEMENT
gayjacksoncam@aol.com 717-505-

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article. 4458

Owner: Paula J. Hester
Owner: for Hollywood One, LLC

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.
Purchaser: _____
Purchaser: _____

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dotloop signature verification: www.dotloop.com/my/signatures/01-236978320-3-1101

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects:

Exempt - NONE known & Buyer's inspection

Owner: *Brenda Newton, Hollywood One LLC* dotloop verified 12/05/17 6:01 PM EST 62CR-3MOP-2PLG-RKT9

Owner: _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser: *Scott D Frommeyer* dotloop verified 01/28/18 12:06 PM EST TUWB-SCUG-OLSE-EPLW

Purchaser: _____



NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # _____ dated 01/28/2018 to the Contract of Sale between Buyer Scott D. Frommeyer and Seller HOLLYWOOD ONE LLC for Property known as 4806 Mantlewood Way, 105, Aberdeen, MD 21001

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, EITHER:


- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
 - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. If battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:
 - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
 - (ii) The buyer will be receiving the real property "as is," with all defects,

Buyer 
01/28/18
12:06PM EST

Seller 
01/28/18
01:11PM EST

including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

<i>Scott D Frommeyer</i>	dotloop verified 01/28/18 12:06PM EST 1F71-1M01-NO05-PWXQ		<i>Bronckh Nestor, Hollywood One, LLC</i>	dotloop verified 12/05/17 6:01PM EST 7L5E-10PG-2N2M-DPT0	
Buyer's Signature	Date		Seller's Signature	Date	
<i>Sandy January</i>	dotloop verified 01/28/18 12:17PM EST N171-RLHU-CCHQ-CMPM		<i>Jim Montoya</i>		12/5/17
Agent's Signature	Date		Agent's Signature	Date	

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LEAD-BASED PAINT ADDENDUM TO RESIDENTIAL SALE LISTING CONTRACT

ADDENDUM NUMBER _____ ADDENDUM DATE 01/28/2018
 TO LISTING CONTRACT DATED _____
 PROPERTY 4806 Mantlewood Way, 105, Aberdeen, MD 21001
 SELLER(S) HOLLYWOOD ONE LLC

A. APPLICABLE LAW:

Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Federal Program applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a disclosure of information on lead-based paint and lead-based paint hazards in the property.

Under the Federal Program, the seller is required to provide the buyer with a ten-day time period (or other mutually agreeable time period) for the buyer, at buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the lead-based paint disclosure form. Seller(s) and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure form for a period of three (3) years following the date of settlement.

A SELLER OR AGENT WHO FAILS TO PROVIDE THE REQUIRED LEAD-BASED PAINT DISCLOSURES AND EPA PAMPHLET MAY BE LIABLE UNDER THE FEDERAL PROGRAM FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

B. REPRESENTATION OF SELLER

Seller represents and warrants to broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and rep B/HH, that (Please initial the appropriate space)

<input checked="" type="checkbox"/>	the Property was built during or after 1978, the Federal Program does not apply to the Property, skip Section C, below
<input type="checkbox"/>	the Property was built before 1978 (the Federal Program applies to the Property)
<input type="checkbox"/>	Seller is uncertain as to date classification, therefore, Seller acknowledges that, for the purposes of the contemplated by this listing contract, the Property will be treated as though it had been constructed prior to 1978. Seller acknowledges that the Property is subject to Federal law as to the presence of lead-based paint and/or lead-based paint hazards.

C. SELLER ACKNOWLEDGES RECEIPT OF THE FOLLOWING INFORMATION FROM BROKER

EPA Brochure: "EPA and HUD Real Estate Notification and Disclosure Rule"

EPA Brochure: "Protect Your Family From Lead In Your Home"

Please check in box below if Property is being sold as a rental property

SALE OF RENTAL PROPERTY

If the property being sold is a rental property built prior to 1979, Seller acknowledges that the property may also be subject to the Maryland Lead Poisoning Prevention Program (the Maryland Program) and agrees to provide buyers with all applicable disclosures required under the Maryland Program.

Seller of pre-79 rental property acknowledges receipt of the following information from broker:

MDE Brochure: "Lead Poisoning Prevention Program - Summary"
 MDE Brochure: "Notice of Tenant's Rights"

BROKER:

Keller Williams American Premier Realty

By: [Signature] 12/5/17
 Agent Date

SELLER(S):

Brenda Nestor, Hollywood One LLC
 dotloop verified 12/28/17 8:01 PM EST 0562-BE511-C09A-QQPK

 Seller Date

This form has been prepared for the sole use of the following Board/Associations of REALTORS® and their members. Each Board, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

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

For the sale of Property at: 4806 Mantlewood Way, 105

Aberdeen, MD 21001

I. SELLER REPRESENTS AND WARRANTS TO KELLER WILLIAMS AMERICAN PREMIER REALTY, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

<i>BWH</i>	<input type="checkbox"/>
12/05/17 6:01 PM EST	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Property (all portions) was constructed after January 1, 1978. (If Initialed, complete section V only.)

Property (any portion) was constructed before January 1, 1978. (If Initialed, complete all sections.)

Year Constructed: 2009

Seller is unable to represent and warrant the age of the property. (If Initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (Initialed and complete (i) or (ii) below):

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

(ii) *BWH* Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. Records and reports available to the Seller (Initialed and complete (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

(ii) *BWH* Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser Initialed and complete items c, d, e and f below)

c. *SCF* Purchaser has read the Lead Warning Statement above.

d. *SCF* Purchaser has received copies of all information listed above. (If none listed, check here.)

e. *SCF* Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser Initialed (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (Initialed item 'g' below)

g. *FM* Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

Brenda Nestor Hollywood One LLC dotloop verified 12/05/17 6:01 PM EST AGEQ-877V-PQOH-4ESN

Seller Date

Scott D Frommeyer dotloop verified 01/28/18 12:06 PM EST EJJH-4M4V-XE0G-JUCN

Agent Date

Tim Thornton 12/5/17
Agent Date

Sandy January
Agent Date



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dotloop signature verification: www.dotloop.com/verify/signature/DL-2989783291-3-1101



NOTICE AND DISCLOSURE OF DEFERRED WATER AND SEWER CHARGES

Contract of Sale between Buyer Scott D. Frommeyer
and Seller HOLLYWOOD ONE LLC
for Property known as 4806 Mantlewood Way, 105, Aberdeen, MD 21001

Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, the following Notice applies to the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration. This law does **not** apply in a county that has adopted a disclosure requirement that is substantially similar to the disclosure requirements under this law.

NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT THAT PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING OR MAINTAINING DURING CONSTRUCTION ALL OR PART OF THE PUBLIC WATER OR WASTEWATER FACILITIES CONSTRUCTED BY THE DEVELOPER. THE FEE OR ASSESSMENT IS \$ 1000 PAYABLE (annually, quarterly, monthly, etc.) UNTIL (DATE) TO (NAME & ADDRESS)

(HEREAFTER CALLED "LIENHOLDER").

THERE MAY BE A RIGHT OF PREPAYMENT OR A DISCOUNT FOR EARLY PREPAYMENT, WHICH MAY BE ASCERTAINED BY CONTACTING THE LIENHOLDER. THIS FEE OR ASSESSMENT IS A CONTRACTUAL OBLIGATION BETWEEN THE LIENHOLDER AND EACH OWNER OF THIS PROPERTY, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT IMPOSED BY THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

If a Seller subject to this law fails to comply:

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Scott D Frommeyer dotloop verified 01/28/18 12:06PM EST RL0L-BAOF-1Y2B-OE7S
 Buyer Signature Date

 Buyer Signature Date

Brenda Nestor, Hollywood One, LLC dotloop verified 12/05/17 6:01PM EST UCTM-Y8Y5-P2VF-U6IU
 Seller Signature Date 1/31/18

 Seller Signature Date



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dotloop signature verification: www.dotloop.com/my/verification/DL-293978921-3-T101



DISCLOSURE OF LEASED ITEMS ADDENDUM TO RESIDENTIAL CONTRACT OF SALE

ADDENDUM dated 01/28/2018 to Contract of Sale

between Buyer Scott D. Frommeyer

and Seller HOLLYWOOD ONE LLC

for Property known as 4806 Mantlewood Way, 105, Aberdeen, MD 21001

The obligations of Buyer and Seller with respect to the following leased items shall be as follows:

LEASED ITEM:	INCLUDED	EXCLUDED
a. Fuel Tank(s)	<input type="checkbox"/>	<input type="checkbox"/>
b. Solar Panels	<input type="checkbox"/>	<input type="checkbox"/>
c. Alarm System	<input type="checkbox"/>	<input type="checkbox"/>
d. Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>
c. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
d. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
e. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
f. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL TERMS OF AGREEMENT:

N/A

BAH
12/05/17
6:01PM EST

SLF
01/28/18
12:06PM EST

All other terms and conditions of the Contract of Sale remain in full force and effect.

Scott D Frommeyer
dotloop verified
01/28/18 12:06PM EST
UGSL-06CR-K2ZA-BLFD
Date

Buyer Signature Date

Brenda Nestor, Hollywood One LLC
dotloop verified
12/05/17 6:01PM EST
BNXY-58Y9-PFD2-ZXGA
Date

Seller Signature Date



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dotloop signature verification: www.dotloop.com/my/verification/DL-298979920-3-11-18



MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

01/28/2018

ADDENDUM DATED TO CONTRACT OF SALE
BUYER(S): Scott D. Frommeyer
SELLER(S): HOLLYWOOD ONE LLC
PROPERTY: 4806 Mandewood Way, 105, Aberdeen, MD 21001

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1) The lot which is the subject of the contract of sale is located within the development known as Hollywoods

(2) (i) The current monthly fees or assessments imposed by the homeowners association upon the lot are \$40 monthly/1600 sq ft month payable on a basis.

(ii) The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association was: \$

(iii) The fees, assessments, or other charges imposed by the homeowners association against the lot are or are not (Seller to initial applicable provision) delinquent. If any of the foregoing are delinquent Seller to explain, giving amounts and dates of delinquency:

(3) Seller to Initial (i) or (ii) and complete as appropriate:

(i) The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is: Name: CHM Advantage, Address: 1720 S. OVEEN ST, Suite 130, YORK PA 17403, Telephone: 717-505-4458

(ii) No agent or officer is presently so authorized by the homeowners association.

(4) Seller to Initial (i) or (ii) and complete as appropriate:

(i) Seller has actual knowledge of: (Seller to initial all which apply) A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: If (A) is Initialed, explain:

B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is Initialed, explain:

(ii) Seller has no actual knowledge of any of the items listed in (4)(i) above.



Buyer SDF 01/28/18 12:06PM EST

Seller 12/05/17 6:01PM EST



1/31/18

dotloop signature verification: www.dotloop.com/my/verification/DL-298978920-3-T101

dotloop signature verification: www.dotloop.com/my/verification/DL-298978920-3-T101

Maryland Homeowners Association Act Disclosures To Buyer

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

- A. Articles of Incorporation;
- B. Declaration of covenants and restrictions;
- C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
- D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

- A. Are or Are Not enforceable against an owner;
- B. Are or Are Not enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Brenda Nuston Hollywood One LLC dotloop verified 12/05/17 6:01PM EST ZW5T-00RF-4VGP-LV9T
 Seller Date 1/31/18

 Seller Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Scott D Frommeyer dotloop verified 01/28/18 12:06PM EST ZOUQ-DAKVJ74J-ZMTE
 Buyer Date

 Buyer Date

dotloop signature verification: www.dotloop.com/sign/verification/DL-210913821-7-2-V22

dotloop signature verification: www.dotloop.com/sign/verification/DL-298979920-3-11-01



CONDOMINIUM RESALE NOTICE

ADDENDUM/AMENDMENT dated 01/28/2018 to Contract of Sale
between Buyer(s): Scott D. Frommeyer
and Seller(s): HOLLYWOOD ONE LLC
for Property known as: 4806 Mantlewood Way, 105, Aberdeen, MD 21001
Condominium Unit # 105 Building # _____ Section/Regime # _____ in
Hollywoods Condominium Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
 - g) A statement of any unsatisfied judgments and the status of any pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
 - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
 - j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
5. A statement by the unit owner as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and
 - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.



Buyer SDF
01/28/18
12:06PM EST

Seller BWH 1/31/18
12/05/17
6:01PM EST



dotloop signature verification: www.dotloop.com/verify/verification/DL-293078920-171101

dotloop signature verification: www.dotloop.com/verify/verification/DL-293078920-171101

Condominium Resale Notice

6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and
4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

<i>Scott D Frommeyer</i>	dotloop verified 01/26/18 12:06PM EST RWJUN-0G3A-QKMT-EVAD
--------------------------	--

Buyer Date

Buyer Date

<i>Brenda Weston Hollywood One LLC</i>	dotloop verified 1/26/18 6:01 PM EST KPVK-G1DW-YUAB-RTWQ
--	--

Seller Date

Seller Date

1/31/18

HARFORD COUNTY NOTICES ADDENDUM

(For use with Maryland Association of REALTORS® Residential Contract of Sale)

ADDENDUM NUMBER: _____ To Contract of Sale dated 01/28/2018BUYER(S): Scott D. FrommeyerSELLER(S): HOLLYWOOD ONE LLC**1. MASTER LAND USE PLAN.**

Buyer is hereby advised that the Property or the area in which the Property is located may be affected by provisions of the current Harford County Master Land Use Plan. You may wish to review the Master Plan. A Real Estate broker is required to display a copy of the County Land Use Map in each sales office the broker maintains in the county. To become fully informed of current and future land use plans, facilities plans, public works plans or school plans, you should consult the appropriate Harford County agency for information regarding such plans. Contact Harford County Department of Planning and Zoning at, 220 South Main Street, Bel Air, Maryland 21014, Phone (410)-638-3103 or visit their web site at <http://www.HarfordCountyMD.gov>.

2. AGRICULTURAL OPERATIONS.

AG Agricultural is a zoning district in the Harford County Code. The purpose of this district is to provide for continued farming activities, conserve agricultural land and reaffirm agricultural uses, activities and operations within the agricultural zoned areas. It is the further purpose of this district to maintain and promote the rural character of this land as well as promote the continuance and viability of the farming and agricultural uses. The operation of machinery, when used for agricultural purposes, is permitted at any time in the agricultural district. Low-density residential development is also a permitted use in the agricultural district. An agricultural operation, facility or any of its appurtenances, is not, by its location or existence alone, considered a private or public nuisance.

3. HARFORD COUNTY HEALTH DEPARTMENT.

It is recommended that any person concerned about wells or septic systems contact the Harford County Health Department for information. The Health Department strongly recommends, where drilled wells exist on properties involving real estate transaction that pump tests for yields be conducted on these wells. The Health Department recommends that any private water supply involved in a real estate transaction be tested for potability. After July 1, 1999, every person engaged in the business of inspecting an on-site sewage disposal system for a transfer of property must certify to the Department of the Environment that the person has completed a course of instruction approved by the Department, in the proper inspection of on-site sewage disposal systems. Contact the Harford County Health Department, 120 S. Hays Street, Bel Air, MD 21014. Phone (410)-838-1500 or visit their web site at <http://www.HarfordCountyHealth.com>.

4. **NATURAL AREAS.**

The use of a property may be restricted by Natural Resource Districts and Forest Retention Areas as shown on the recorded subdivision plat. These are non-disturbance areas on a property to be left in their natural state. Disturbance activities include mowing, grading, or construction of accessory structures. Contact Harford County Planning and Zoning, 220 South Main Street, Bel Air, MD 21014. Phone (410)-638-3103, or visit their web site at <http://www.HarfordCountyMD.gov/PlanningZoning>

5. **HARFORD COUNTY BOARD OF EDUCATION.**

The Harford County Board of Education believes that it is in the best interest of students for the system to balance enrollments with capacities in order to: assure the quality of educational experiences; provide consistency in curriculum, instruction, and programs; maintain safe schools and promote the uniform and efficient use of school facilities and resources. With the advice of the Superintendent, the Board of Education annually reviews its options for matching school enrollments with the established state rated school capacities. Contact the Harford County Board of Education, 102 South Hickory Avenue, Bel Air, MD 21014, Phone (410)-838-7300 or visit their web site at <http://www.HCPS.org>.

6. **ENVIRONMENTAL NOTICE.**

It is the responsibility of the Buyer to determine for himself/herself the presence and/or significance of potentially environmentally hazardous activities on or about a property. Listed are certain phone numbers which may assist Buyer in his/her investigation of the possibility of existence of such environmentally hazardous materials and activities:

Maryland Department of the Environment	(410) 537-3000
Harford County Health Department	(410) 838-1500
Maryland Department of Health	(410) 767-6500
Environmental Info. For Aberdeen Proving Grounds	(410) 272-8842

December 2010

dotloop signature verification: www.dotloop.com/my/verification/DL-21091982-7-2722

dotloop signature verification: www.dotloop.com/my/verification/DL-298978926-3-T:01

7. **HISTORIC LANDMARK-DEMOLITION.**

Buyer is responsible for determining whether the Property has been designated as a Harford County Historic Landmark. A Certificate of Appropriateness is required from the Historic Preservation Commission prior to the issuance of any building or demolition permit that affects the exterior architectural appearance of any such designated landmark or property within a historic district. In considering an application for any building or demolition permits or a Certificate of Appropriateness, the Commission is guided by the United States Secretary of the Interior's standards for historic preservation projects. Contact the Department of Planning and Zoning at (410)-638-3103 or the Historic Preservation Commission, c/o Department of Planning and Zoning, 220 South Main Street, Bel Air, MD 21014, for more information.

<i>Scott D Frommeyer</i>	dotloop verified 01/28/18 12:06PM EST OEWT-D1GR-2M3E-EB95	01/28/2018
Buyer		Date
Buyer		Date
<i>Brenda Nestor Hollywood One LLC</i>	dotloop verified 12/05/17 6:01PM EST Q4L3 RVZ9-7VQX-U160	
Seller		Date
Seller		Date

This form has been prepared for the sole use of the following Board/Associations of REALTORS® and their members. Each Board/Association, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

The Greater Baltimore Board of REALTORS®, Inc. Harford County Association of REALTORS®, Inc.
Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.

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CONDOMINIUM RESALE DISCLOSURE CERTIFICATE FROM COUNCIL OF UNIT OWNERS
 (use only for condominium projects of seven (7) or more units)

TO: The Council of Unit Owners
 Condominium Project Hollywoods Condominium Unit Number 105
 Address of Unit 4806 Mantlewood Way #105
Aberdeen, MD 21001
 City Aberdeen, MD 21001 State _____ Zip Code _____
 Unit Owners Hollywood One LLC

(Section 11-135(c) of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.) requires that the **Council of Unit Owners must provide** the following information within twenty (20) days after receipt of a request by the Seller ("unit owner"). The undersigned unit owner(s) of the above-described unit request that you provide this information. A reasonable fee, if any, not to exceed the cost to the Council of Unit Owners for providing this information, is enclosed herewith. If you have your own form for this certificate which complies with the statute, then please provide that certificate in lieu of completing this form.

(signature) Unit Owner/Seller

(signature) Unit Owner/Seller

Pursuant to Section 11-135(a) of the Maryland Condominium Act, the following Certificate is provided for the benefit of the above-described unit owner and any purchaser(s) thereof, and reflects the herein stated information as of the date indicated below:

1. The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner, is: _____
2. (a) The amount of the common expense assessment is: _____
 (b) The amount of any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner is: _____
3. The amount of any other fees payable by the unit owners to the Council of Unit Owners is: _____
4. Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance (estimated to be six (6) months from date hereof) which are not reflected in the current operating budget disclosed under item 6 hereof are: _____
5. Attached hereto is a copy of the most recent regularly prepared balance sheet and income and expense statement of the condominium. (Check here if no such document exists).



CONDOMINIUM RESALE DISCLOSURE CERTIFICATE FROM COUNCIL OF UNIT OWNERS

6. Attached hereto is a copy of the current operating budget of the condominium including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund.

7. (a) The following unsatisfied judgments to which the Council of Unit Owners is a party: _____

(b) Pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits: _____

8. (a) The following is a general description of any insurance policies provided for the benefit of the unit owners: _____

(b) Copies of the policies are available for inspection at: _____

(c) The terms of the policy prevail over the above general description.

9. The Council of Unit Owners has no actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium, except for:

[Empty rectangular box for text input]

10. (a) The following is a description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners: _____

[Empty rectangular box for text input]

(b) All of the above recreational or other facilities are part of the common elements except for: _____

[Empty rectangular box for text input]

The Council of Unit Owners of:

_____ Condominium

By: [Empty rectangular box]
(Individual's name) _____

Date

(Title)

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RESALE OF CONDOMINIUM UNIT ACKNOWLEDGMENT
 RECEIPT OF INFORMATION REQUIRED BY SECTION 11-135 OF
 THE MARYLAND CONDOMINIUM ACT

ADDENDUM/AMENDMENT dated 01/28/2018 to Contract of Sale
 between Buyer(s): Scott D Frommeyer
 and Seller(s): Hollywood One LLC
 for Property known as: 4806 Mantlewood Way #105, 105, Aberdeen, MD 21001
 Condominium Unit # 105 Building # 4806 Parking Space # Section/Regime
 # in Hollywoods Condominium
 Association.



BUYER ACKNOWLEDGES DELIVERY OF THE FOLLOWING ITEMS, NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING, AS REQUIRED BY SECTION 11-135 OF THE MARYLAND CONDOMINIUM ACT (THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, SECTION 11-101 ET. SEQ.):

PART ONE

If Condominium project contains seven (7) units or more:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
 - g) A statement of any unsatisfied judgments or pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
 - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;



Buyer  
 01/28/18
 12:06PM EST



- i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
 - j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
5. A statement by the Seller ("unit owner") as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and
 - c) That the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
 6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

If Condominium project contains six (6) units or less:

1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and
4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

<i>Scott D Frommeyer</i>	dotloop verified 01/28/18 12:06PM EST 8P0H-6UKM-VXVT-USWQ
Buyer	Date

Buyer	Date

For use in MD

REAL ESTATE EDITION

Pricing and Application



1 Complete your enrollment form

Agreement Number (provided when AHS receives your application)

PROPERTY INFORMATION

4806 Mantlewood Way #105

Property Address to be Covered

Aberdeen MD 21001

City State ZIP

Listing Expiration Date (if selling) Home sq. ft. 1499

SELLER INFORMATION

Hollywood One LLC

First Name Last Name

Phone Number Email Address

Mailing Address - Only if different from covered property

BUYER INFORMATION

Scott D Frommeyer

First Name Last Name

443-760-0551 codynakota@gmail.com

Phone Number Email Address

4305 Gilmer Court, Belcamp, MD 21017

Mailing Address - Only if different from covered property

REAL ESTATE COMPANY INFORMATION

Initiating Real Estate Associate Buyer Seller

Coldwell Banker Residential Brokerage

Real Estate Company 410-931-9000 410-933-9013

Main Office Phone Number Fax Phone Number

Sandy January sjanuary@cbmove.com

Agent Name Agent Email

Cooperating Real Estate Associate

443-512-0090 443-512-0054

Main Office Phone Number Fax Phone Number

Rita Quintero rquintero@theregionalteam.co

Agent Name Agent Email

CLOSING COMPANY

Omni Land Settlement

Closing Company Name 410-561-7525 410-561-7110

Main Office Phone Number Fax Phone Number

03/16/2018

Estimated Closing Date Closing Number

Mary Ritchie mritchie@omniland.net

Closing Representative Name Email Address

2 Select your coverage for buyer

BUYER HOME PROTECTION PLAN PACKAGE	Shield Essential	Shield Plus	Shield Complete
Single Family Home (SFH)	<input type="checkbox"/> \$460	<input type="checkbox"/> \$625	<input type="checkbox"/> \$695
Condo/Townhome/Mobile Home	<input type="checkbox"/> \$340	<input checked="" type="checkbox"/> \$460	<input type="checkbox"/> \$510
New Construction SFH (yrs. 2-5)	<input type="checkbox"/> \$760	<input type="checkbox"/> \$1,030	<input type="checkbox"/> \$1,145
New Construction Condo (yrs. 2-5)	<input type="checkbox"/> \$560	<input type="checkbox"/> \$760	<input type="checkbox"/> \$845

BUYER OPTIONS	SFH/Condo/Townhome/Mobile Home	New Construction
Additional Refrigerators**	<input type="checkbox"/> \$75	<input type="checkbox"/> \$28
Well Pump and Septic System Pumping & Septic Sewage Ejector Pump**	<input type="checkbox"/> \$160	<input type="checkbox"/> \$295
Swimming Pool Equipment**	<input type="checkbox"/> \$120	<input type="checkbox"/> \$225
Spa Equipment	<input type="checkbox"/> \$120	<input type="checkbox"/> \$225
Swimming Pool/Spa Equipment (shared equipment)**	<input type="checkbox"/> \$120	<input type="checkbox"/> \$225
Saltwater Pool Equipment**	<input type="checkbox"/> \$180	<input type="checkbox"/> \$335

**Available only with the ShieldPlus and ShieldComplete Packages
 ***Not available for Condo/Townhome/Mobile Home

AHS also offers 2-year home protection plan pricing. For more information, CALL 800-735-4663.

\$75 Trade Service Call Fee

3 Select coverage for seller

SELLER COVERAGE OPTION See page 7

Yes, add the Seller Coverage Option to my Buyer Home Protection Plan Package \$65

4 Total & Sign

Buyer Home Protection Plan	\$ 460.00
Buyer Options Total	\$
Seller Coverage Option	\$
Grand Total	\$ 460.00

NOTE: Unless otherwise noted, all prices shown are for a one-year Agreement Term for homes under 5,000 sq. feet. To obtain quotes for single family homes over 5,000 sq. feet, for guest unit pricing, multiple unit properties, and for 2-year pricing plans, please call 866-797-4788.

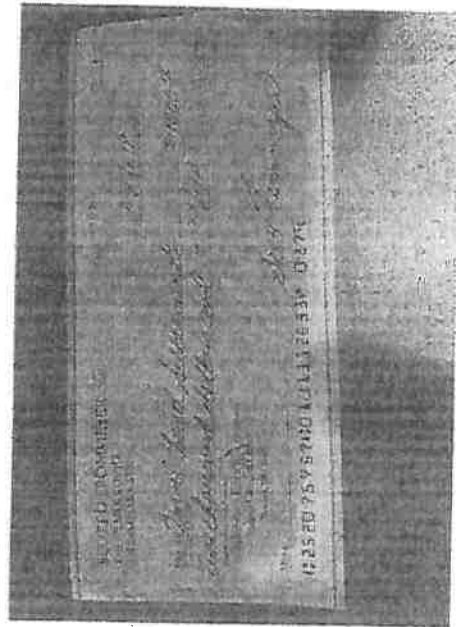
American Home Shield® may provide compensation to real estate brokers and their related companies for services provided in connection with its Home Warranty program. In connection with the program, a broker may provide information regarding you and your home to AHS®. By submitting this application, you authorize the broker to share such information with AHS and authorize AHS to use such information in connection with its program. You are not required to buy a Home Warranty and, if you want one, you are not required to buy it through a broker or sales associate.

I accept the benefits of the Coldwell Banker Home Protection Plan™ coverage. I received a copy of the Coldwell Banker Home Protection Plan Agreement and understand the key terms, coverage, limitations and exclusions, and I had the opportunity to ask questions regarding such coverage.

I decline the opportunity to purchase the Coldwell Banker Home Protection Plan coverage.

Signature: Amanda D. Newton Date: 1/31/18

Signature Date



\$1,000. —

FitzGerald Financial Group
A division of TowneBank Mortgage

01/27/2018

Borrower: Scott Frommeyer

Sales Price: \$147,000.00

We are pleased to inform you that the above referenced individual(s) has been pre-approved for a Conventional mortgage loan up to \$142,590.00 with a term of 360 months for a Primary Residence. This pre-approval is based on an initial review by automated underwriting systems or an underwriter of information provided to us by the individual(s) referenced above. This pre-approval is subject to the following conditions:

- Receipt and Verification and submission of all information as required by automated underwriting systems or an underwriter, Federal or State legal requirements and the requirements of TowneBank Mortgage, Fannie Mae, Freddie Mac, FHA, VA, other applicable Federal, State or City Housing Agency, Authority, Department or the secondary market.
- Receipt and verification of any additional information required to meet the conditions directly related to the product chosen by the borrower(s).
- Receipt of an acceptable appraisal and required conditions by an approved appraiser as required by TowneBank Mortgage, the guidelines of Fannie Mae, Freddie Mac, FHA, VA, or other applicable Federal, State or City Housing Agency, Authority, Department or the secondary market.

All mortgage loans must have a complete credit package and appraisal submitted to underwriting prior to granting final loan approval.

Thank you for choosing FitzGerald Financial Group. We look forward to working with you. If you have any questions, please do not hesitate to contact me.

Sincerely,

Karen R Schafer

Karen R Schafer
NMLS #658919
410-530-3708
karen.schafer@fitzgeraldfinancial.net

435 S Main Street, Bel Air, MD 21014



HR10116613
Residential Short Listing
4806 MANTLEWOOD WAY #105 ABERDEEN, MD 21001-3646



Page: 1
 28-Jan-2018
 11:54 am

STATUS: ACTIVE List Type: Excl. Right Ownership: Condo, Sale **LIST PRICE: \$147,000**
 Auction: No Transaction Type: Standard
 Leg. Sub: HOLLYWOODS HOA FEE: 160.00/ Quarterly ADC Map: XXXX
 Adv. Sub: HOLLYWOODS Other Fee: / GROUND RENT:
 Project Name: HOLLYWOODS CC Fee: \$140.00 / Monthly TAXES: \$1,888
 Lot AC/SF: / Lot/Block/Square: 105/ Tax Year: 2017 Area:
 #Lvs: 1 #Fpls: 0 Style: Traditional Tax ID #: 1301388452 Age: 9
 Main Entrance: Hall Type: Garden 1-4 Floors Model: Year Built: 2009
 Tax Map: 18018 Liber: Folio: Finished SF: 1,499
 Parcel: 572 **Schools** Tax Living Area:

	Total	Main	Upper 1	Upper 2	Lower 1	Lower 2
BR:	2	2				
FB:	2	2				
HB:	0	0				

ES: Church Creek
 MS: Aberdeen
 HS: Aberdeen

*School information is provided by independent third party sources and should not be relied upon without verification.

Rooms

Foyer: Main Living Room: Main Dining Room: Main
 Bedroom-Master: Main Bedroom-Second: Main

Basement: No, ,
Parking: Other ,
Heat: Forced Air, Natural Gas # Gar/Carpt/Assigned: //
Cool: Central Air Conditioning, Electric
TV/Cable/Comm:
Hot Water: Natural Gas
Water/Sewer/Septic: Public/Public Sewer
Handicap: Elevator, Lvl Entry-Main

INTERIOR: Style: Floor Plan-Open
Appliances: Disposal, Dishwasher, Oven / Range - Electric, Microwave, Exhaust Fan, Water Heater - Tankless
Amenities: Attached Master Bathroom, Bathroom(s) - Ceramic Tile, Elevator, Master Bedroom - Full Bathroom, Wall to Wall Carpeting, Washer / Dryer Hookup, Chair Railing, Crown Molding
Security: Security System, Smoke Detector, Spkler Sys-indoor
Din/Kit: Sep Dining Rm, Kit-Living Combo
Wall/Ceil: Dry Wall
Window/Door: Recessed Lighting, Screens

EXTERIOR: Siding - Vinyl, , , Above Grade, , , ,
REMARKS: Never lived in! Convenient neighborhood, open floor plan, large rooms. Ready for your decorating touches. High efficiency tankless water heater, built-in microwave and much more!
DIRECTIONS: Route 7 to Burnt Hill Trail to Mantlewood

Company: Keller Williams American Premier Realty LLC, KWAM1 Office: (443) 512-0090 Fax: (443) 512-0054
 Listing Agent: RITA QUINTERO LA Office: (443) 512-0090 LA Home: (410) 627-4532
 Email: rquintero@theregionalteam.com LA Pager: LA Cell: (410) 627-4532

Show Instructions: Call 1st-Showing Service
Owner: XXXX Home: Office:
Showing Contact: Showing Time 800-746-9464 Home: Office:
List Date: 11-Dec-2017 Orig Price : \$150,000 DOM-MLS: 48 SubComp: 2.5 Dual: Yes
Update Date: 10-Jan-2018 Prior Price: \$150,000 DOM-PROP: 48 BuyComp: 2.5 DesR No
Update Type: Price Front Fee: Add'l: VarC: No

Disclosures: Exempt - Disclosure/Disclaimer, Lead Based Paint - Fedefal, Lead Based Paint - State, Subj to Condo/HOA Docs

Documents:
Property Condition: Shows Well
Possession: Immediate, Negotiable
HOA/Condo/Coop Fee includes: Trash Removal, Snow Removal
HOA/Condo/Coop Community Amenities: Elevator
HOA/Condo/Coop Rules: Other

