

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
At Greenbelt**

In Re: PJ Real Estate LLC * Case No. 17-18785-WIL

Debtor (s) * Chapter 11

* * * * *

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

The Debtor, PJ Real Estate, LLC, (hereinafter the "Debtor"), by and through its undersigned counsel, files this Motion to Sell one-half of its real estate asset, free and clear of all liens and encumbrances. In support thereof, the Debtor states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicate for the relief sought in this Motion is § 363(b) and (f) of title 11 of the United States Code (the "Bankruptcy Code"), as complemented by Rule 6004 of the Federal Rules of Bankruptcy Procedure.

BACKGROUND

2. The Debtor owns two side by side parcels of real estate in a commercial condominium complex in Bowie, Maryland, under the business name PJ Real Estate LLC.

3. The Debtor leases the space to its principals' other business entity, with the dba Porcelain Tub, which is a bath and tub restoration enterprise.

4. There are very few creditors: mainly, M&T Bank, the condominium association, and the Prince George's County for unpaid property tax.

5. The Debtor proposes to split the sale of these combined and neighboring condominium units into two separate sales, which should hopefully bring in more money than is owed to its creditors. Specifically, the Debtor proposes to sell the property known as 5710 Woodcliff Road, Bowie, MD 20720, at a purchase price of \$400,000, pursuant to the attached terms of sale, the Commercial Contract of Sale Agreement, which is attached hereto as Exhibit A to this motion.¹

6. The Debtor is informed and believes, and is strongly of the opinion that this option not only is in the best interest of the Debtor, but also in the best interest of his creditors, as each of them stands to be paid either in full, or very closely thereto.

RELIEF REQUESTED

7. By this Motion, the Debtor seeks entry of an order, pursuant to § 363 of the Bankruptcy Code, authorizing and approving the sale of the assets free and clear of all liens and encumbrances.

8. The sale of the Property is being made free and clear of any interest in the Property held by an entity other than the estate pursuant to 11 U.S.C. § 363(f) because either: (1) applicable non-bankruptcy law permits the sale of the Property free and clear of such interests; (2) such entity consents to the sale; (3) such interest is a lien and the price at which the Property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceedings, to accept a money satisfaction of such

¹ Currently there is a closing date scheduled for January 12, 2018.

interest.

8. The purchase price for one of the two units is substantially more than half the claim by the mortgage company, M&T Bank, which claim is found at 4-1 on the court's claims register.

9. The Debtor proposes to sell this unit, free and clear of liens and encumbrances, which will satisfy one of the property tax claims filed by Prince George's County, at claim nos. 1-1 and 2-1, the IRS Claim at claim no. 5-1, and it will reduce significantly the balance owed to both the Condominium Association and the Mortgagor, M&T Bank, at claim no. 4-1.

10. Pursuant to Local Rule 9013-2, no memorandum of law accompanies this Motion.

WHEREFORE, the Debtor respectfully requests entry of an order (a) authorizing the Debtor to sell the assets of the estate, pursuant to the agreement set forth herein, and (b) granting the Debtor such other and further relief as this Court may deem just and proper.

December 4, 2017

/s/ John P. Roberts
John P. Roberts, Bar No. 17578
The John Roberts Law Firm, PC
348 Thompson Creek Mall #212
Stevensville, MD 21666
202-350-0336

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day December, 2017, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the DEBTORS' MOTION TO SELL was served electronically by the Court's CM/ECF system on the following:

Chapter 11 Trustee, Leander D. Barnhill leander.d.barnhill@usdoj.gov

US Trustee - Greenbelt USTPRegion04.GB.ECF@USDOJ.GOV

Richard A. DuBose rdubo@gebsmith.com
Attorney for M&T Bank

M. Evan Meyers bdept@mrrlaw.net
Attorney for Prince George's County

I hereby further certify that on the 4th day December, 2017, I caused to be mailed by US Mail, postage prepaid the DEBTORS' MOTION TO SELL to the following:

All parties on the Attached Creditor Matrix

/s/ John P. Roberts
John P. Roberts, Bar No. 17578
The John Roberts Law Firm, PC
348 Thompson Creek Mall #212
Stevensville, MD 21666
202-350-0336



CONDITIONAL PRE-QUAL CERTIFICATE

Date: 9/22/ 2017

BORROWER INFORMATION:

Name:	Christ Apostolic Church Liberty Center		
Phone Number:	(301) 452-7102	Fax Number:	
Email:	jeffashina@yahoo.com		

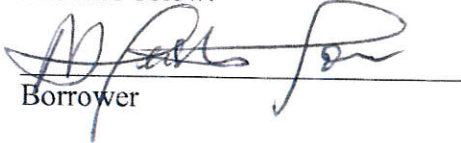
PROPERTY INFORMATION:

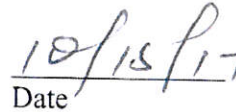
Street:	5710 WOODCLIFF RD #3
City/State:	Bowie, MD
Zip Code:	20720

LOAN INFORMATION:

Loan Amount (\$)	\$304,000	Index	n/a
Loan Program	5 year term/20year repayment schedule	Margin at adjust	n/a
Other Term	n/a	Loan Type	Purchase
Loan to Value (%)	80%	Prepayment Penalty	None, if repaid with internal funds
Property Type	Church	Loan Number	n/a
Rates starting at	4.75% fixed for 5 years	Total fee	TBD

Based upon the information submitted, your loan has been conditionally pre-qualified under the terms listed above. If these terms and conditions are acceptable, please sign and date below.


Borrower


Date

Please note that this Conditional Pre-Qual is based solely upon information you have provided to us in your loan application. Although such information is deemed reliable, same has not yet been verified. Formal loan approval may only be granted after your complete loan application has been approved by underwriting and all required due diligence including but not limited to the appraisal, credit reports title or any other information that may be required. Accordingly, this Conditional Pre-Approval does not constitute a loan approval, and is instead a preliminary assessment of your current creditworthiness.

CHRIST APOSTOLIC CHURCH LIBERTY CENTER 12-14 1304

DATE 09-23-2017 7-153/520 MD 5420

PAY TO THE ORDER OF MICHAELS REALTY, INC. \$ 37,000:00

Thirty Seven thousand DOLLARS

Bank of America

FOR Deposit on church Property *M. Ashford* *[Signature]*

⑈001304⑈ ⑆052001633⑆ 446030814422⑈



Prince George's County COMMERCIAL CONTRACT OF SALE

*This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.
This Contract applies only to the sale of commercial real estate and DOES NOT apply to the sale of any business,
business opportunity, or non-commercial real estate.*

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 DEPOSITS Paragraph of this Contract.

1. **DATE OF OFFER:** November 10, 2017

2. **SELLER:** _____

3. **BUYER:** CHRIST APOSTOLIC CHURCH LIBERTY CENTER Or Assigns

4. **PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described property (hereinafter "Property") known as Lot _____, Block _____, Parcel _____, Section _____, Tax Assessment District _____, Election District _____, Tax Map _____, and recorded among the land records of PRINCE GEORGE'S County, Maryland, in Liber _____, Folio _____, and being further described or known as 5710 WOODCLIFF RD. #3, BOWIE, MD 20720

_____, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. **ESTATE:** The Property is being conveyed: X in fee simple or - subject to an annual ground rent, now existing or to be created, 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 Four Hundred Thousand Dollars (\$ 400,000.00).

7. **PAYMENT TERMS:** Payment of the Purchase Price shall be made by Buyer as follows:

(a) An initial Deposit by way of CHECK in the amount of Forty Thousand Dollars (\$ 40,000.00) at the time of this offer.

(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid within _____ (_____) days from the Date of Contract Acceptance.

(c) All Deposits will be held in escrow by: MICHAELS REALTY, INC.
(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 January 12, 2018 or sooner if agreed to in writing by the parties.

9. **FINANCING APPLICATION AND COMMITMENT:** This Contract is contingent upon Buyer's ability to obtain financing from an institutional lender secured by a First Mortgage or Deed of Trust in an amount not to exceed Three Hundred Sixty Thousand Dollars (\$ 360,000.00) with an initial interest rate not to exceed Four Point Seventy-Five percent (4.750 %) per annum, for a

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term of at least 30 years, and amortized over a period of 30 years. Buyer agrees to make a written application for the financing as herein described within _____ (_____) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within _____ (_____) 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 herein, 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.

10. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing Application and Commitment"; and the provisions of Paragraph 21 "Buyer Responsibility", 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 Paragraph 9, or any addendum to this Contract, the provision of Paragraph 9 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 Paragraph 9, or any addendum to this Contract.

11. LOAN FEES: If a new loan is to be obtained pursuant to this Contract, the Buyer agrees to pay all loan fees, including, but not limited to, loan origination fees, commitment fees, credit report fees, discount points, application fees and appraisal fees.

12. SETTLEMENT COSTS: BUYER SHALL BE ENTITLED TO SELECT HIS/HER OWN TITLE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY OR TITLE ATTORNEY. The Buyer will X will not _____ (check one) select title insurance, settlement, or escrow company or employ his own title attorney. In either event, Buyer authorizes the examination of title and preparation of all necessary conveyancing documents and, subject to any statutory restrictions, agrees to pay all costs on account thereof including settlement charges, document preparation costs, conveyancing fees, notary and recordation charges, tax certificate, survey where required, and lender's fees. Seller agrees to pay all charges incident to removing existing title defects or encumbrances and normal settlement obligations of the Seller.

13. RECORDATION AND TRANSFER TAXES: State and local transfer and recordation taxes shall be paid by the parties in the following percentages: Buyer: 50.000 % Seller: 50.000 %

14. ADJUSTMENTS: Ground rent, homeowner's association fees, condo 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.

15. 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.

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16. 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 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 sixty (60) 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 without reduction to the Purchase Price or declare the Contract null and void, in which event the Deposit and accrued interest thereon, if any, shall be promptly returned to the Buyer and there shall be no further liability or obligation on either of the parties hereto and this Contract shall become null and void and of no further legal force and effect. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

17. PROPERTY USE AND ZONING: Buyer hereby expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents or governmental restrictions or regulations, present or future, may restrict or prohibit the use of the Property for the purpose intended by the Buyer. Buyer assumes responsibility for determining that the intended use of the Property conforms with present zoning and use restrictions. This Contract is not in any way contingent or conditioned upon whether the present zoning and use restrictions applicable to the Property will permit Property to be used as intended by the Buyer. Neither the Seller nor seller's agents make any warranties or representations that the present zoning and use restrictions will permit the property to be used as intended by the Buyer.

Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland, at www.PGAtlas.com, and http://www.pgplanning.org/Planning_Home. Buyer further acknowledges, and is strongly encouraged to take advantage of his/her opportunity to examine the above-referenced information and any other information pertaining to the property that is relevant to Buyer prior to signing or entering into the contract of sale.

18. 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, THE PROPERTY IS SOLD "AS IS".** In the event Seller shall fail to give possession, Seller shall be deemed a tenant by sufferance of the Buyer and liable for all damages resulting from Seller's failure to deliver possession. Seller hereby waives all notice to quit as provided by the laws of the State of Maryland.

19. COMPLIANCE WITH NOTICES: All notices of violation of orders or requirements noted or issued by any federal, state, county or local authority, excluding eminent domain proceedings, or actions in any court on account thereof, against or affecting the Property at Settlement, shall be complied with by Seller and the Property conveyed free and clear thereof.

20. 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, 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.

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21. 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.

22. 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. 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 \$1,500 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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, 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.)

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(4) Lot size and 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 and location through a survey by a licensed engineer or land surveyor, at Buyer's expense.

(5) Existing zoning or permitted uses of the Property: Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.

(B) NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

28. 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 last of this Contract; (b) the two (2) named Sales Associates identified on Page 10 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.

29. 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.

30. 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.

31. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of 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.

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32. 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.

33. 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.)

34. ASSIGNABILITY: Buyer may assign this Contract for Deed/Recording purposes only. Without written agreement between Buyer and Seller to the contrary, the original Buyer remains obligated hereunder to the terms of this Contract even after assignment.

35. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

36. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

37. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties.

38. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

39. GOVERNING LAW: This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. The trial venue for any litigation arising from this Contract shall be the Prince George's County Circuit Court.

40. NOTICES: All notices shall be in writing and delivered via hand delivery or via First Class U.S. Mail, postage pre-paid, certified with return receipt to the parties at their respective addresses listed below, or such other address of which either party shall notify the other party in accordance with the provisions herein. Any notice required or permitted to be given hereunder on or before a specified date shall be deemed to have been fully and timely given if hand delivered before 5:00 pm on such day, or when given by mail as herein described, two days after the postmarked date. Delivery addresses for the parties are as follows:

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If to Seller:

With Copies to:

If to Buyer:

41. COUNTERPARTS: It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

42. ADDITIONAL PROVISIONS:

~~SELLER AGREES TO PAY A TOTAL OF \$100,000.00 TOWARD BUYER'S CLOSING COST.~~

X

APB
PAB

SELLER:

By: Paul Burns 11-17-2017
(Signature/Title of Authorized Representative) Date

By: _____
(Signature/Title of Authorized Representative) Date

By: _____
(Signature/Title of Authorized Representative) Date

BUYER:

By: [Signature] 11/12/17
(Signature) Date
CAC LIBERTY CENTER

By: _____
(Signature) Date

By: _____
(Signature) Date

DATE OF CONTRACT ACCEPTANCE: _____
(to be completed by either Buyer or Seller, whoever provides final acceptance of this Contract)

DEPOSIT ESCROW AGENT: (as to the terms of this Contract relating to Escrow Agent only)

By: MICHAELS REALTY, INC.

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Information provided for reference only:

LISTING BROKER: INKSCALE REALTY BRANCH OFFICE: _____

OFFICE PHONE: (443) 295-7451 FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: BJ HOOKER E-Mail: ASKBJREALTOR@GMAIL.C
OM PHONE: (240) 882-2487

ACTING AS: LISTING BROKER AND SELLER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKER: MICHAELS REALTY, INC. BRANCH OFFICE: MICL1

OFFICE PHONE: (301) 306-1777 FAX: (301) 560-5994 BROKER/AGENT MLS ID: 18736

OFFICE ADDRESS: 7114 ANNAPOLIS ROAD, HYATTSVILLE, MD 20784

SALES ASSOCIATE: ABBEY OLORUNWUNMI E-Mail: michaelsbroker@gmail
.com PHONE: (202) 437-7565

ACTING AS: SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

PRINCE GEORGE'S COUNTY
COMMERCIAL ADDENDUM OF CLAUSES



ADDENDUM # _____ dated November 10, 2017 to the Contract of Sale ("the Contract") dated _____, between Buyer CHRIST APOSTOLIC CHURCH LIBERTY CENTER and Seller _____ for Property known as 5710 WOODCLIFF RD. #3, BOWIE, MD 20720.

The following provisions are included in and supersede any conflicting language in the Contract. It is expressly provided that only the numbered paragraphs which are checked and initialed by all Parties shall be made a part of the Contract. TIME IS OF THE ESSENCE WITH REGARD TO EACH PROVISION OF THIS ADDENDUM.

FEASIBILITY STUDY PERIOD: For a period of Thirty (30) days from the Date of Contract Acceptance, Buyer may conduct a Feasibility Study of the Property. Buyer may investigate all conditions of the Property during the Feasibility Study including but not limited to title, engineering, tests and surveys, the Property's physical condition, the Property's land area, topography, architectural, zoning and subdivision status including condition of soil, and the existence of toxic waste, the economic feasibility of the Property, the availability of access to public roads, water, sewer, and other utilities, the availability of storm water management, building permits and any other studies which Buyer deems appropriate to determine the satisfaction and the overall suitability of the Property for Buyers use. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection.

During the Feasibility Study Period, Buyer and Buyer's Agents shall have the right to enter the Property during normal business hours, Monday through Friday, to make surveys, to conduct investigations and to perform such tests as Buyer shall desire. Buyer agrees to give Seller no less than forty-eight (48) hours advance notice of time and date of such surveys and investigations if said surveys and investigations require access to the building. Seller has the right to have a representative present for any investigations conducted within improvements located on the Property.

If Buyer's feasibility study shall disclose conditions unsatisfactory to Buyer, Buyer at its sole discretion may elect to declare "the Contract" null and void and of no further legal force and effect by giving written notice to Seller prior to 5:00 pm (Eastern Standard Time), on the last day of the Feasibility Study Period. Buyer also agrees to indemnify and hold Seller harmless for any and all losses, claims, liability, damages, attorney's fees and expenses arising from any entry by Buyer or his agents upon the Property. This paragraph shall survive the termination of the Contract or Settlement.

Upon completion of any studies or Study Period or upon termination of "the Contract" by the Buyer during the Study Period, Buyer shall be responsible to restore the Property to the condition in which the Property existed immediately prior to Buyer's initial entry upon the Property. Further, Buyer shall assume all risks in entering upon the Property for the performance of such studies and shall indemnify and hold Seller harmless from and against all loss or expense (including reasonable attorneys fees) by reason of any liability due to bodily injury or death to persons or damage to property sustained by any party arising out of or caused by Buyer's exercise of any of Buyer's rights under "the Contract".

CONDITION OF PROPERTY AND POSSESSION (AS-IS): 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. In the event Seller shall fail to give possession, Seller shall be deemed a tenant by sufferance of the Buyer and liable for all damages resulting from Seller's failure to deliver possession. Seller hereby waives all notice to quit as provided by the laws of the State of Maryland. **THE PROPERTY IS SOLD IN "AS IS" CONDITION.** Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. The Parties agree that any warranties provided by statute or common law including, without limitation, any express or implied warranties that the Property is fit for a particular purpose or fit for habitation, are excluded from this Contract. All clauses in the Contract pertaining to property condition or compliance with city, state or county regulations are hereby deleted from the Contract. Seller shall only be required to deliver the Property in substantially the same physical condition as of the Date Of Contract Acceptance, and Seller shall have no obligation to make repairs to the electrical, plumbing, heating, air conditioning or any other mechanical system, equipment or fixture.

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- + **VALIDITY OF ORGANIZATION (Seller LLC):** Seller warrants that it is a Maryland limited liability company, duly organized and validly existing, and is qualified to do business in the State of Maryland and that the Managing Member or Manager executing this Agreement on behalf of the limited liability company is acting pursuant to such authority granted to such Managing Member or Manager in the Limited Liability Company Operating Agreement or pursuant to a duly passed Company Resolution, a copy of which is attached hereto.
- + **VALIDITY OF ORGANIZATION (Buyer LLC):** Buyer warrants that it is a Maryland limited liability company, duly organized and validly existing, and is qualified to do business in the State of Maryland and that the Managing Member or Manager executing this Agreement on behalf of the limited liability company is acting pursuant to such authority granted to such Managing Member or Manager in the Limited Liability Company Operating Agreement or pursuant to a duly passed Company Resolution, a copy of which is attached hereto.
- + **VALIDITY OF ORGANIZATION (Seller CORP.):** Seller warrants that it is a Maryland Corporation, duly organized and validly existing, and is qualified to do business in the State of Maryland and that the authorized representative executing "the Contract" on behalf of the Corporation is acting pursuant to such authority granted to such authorized representative by the Corporate Bylaws or pursuant to a duly passed Corporate Resolution, a copy of which is attached hereto.
- + **VALIDITY OF ORGANIZATION (Buyer CORP.):** Buyer warrants that it is a Maryland Corporation, duly organized and validly existing, and is qualified to do business in the State of Maryland and that the authorized representative executing "the Contract" on behalf of the Corporation is acting pursuant to such authority granted to such authorized representative by the Corporate Bylaws or pursuant to a duly passed Corporate Resolution, a copy of which is attached hereto.
- + **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. All electrical, heating, air conditioning, plumbing, and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, THE PROPERTY IS SOLD "AS IS".**
- + **SUBJECT TO AN EXISTING LEASE.** Buyer agrees to take title to the Property subject to the existing lease. Buyer has been provided with copy of said lease; has read said lease inspected said lease and is fully familiar with all the covenants, terms and conditions contained therein. Seller agrees to transfer any and all security deposit plus accrued interest at the statutory rate to Buyer and to adjust rents as of the date of settlement. At Settlement, Seller shall deliver to Buyer a letter to the current tenants), signed by he Seller, to advise the tenant of the fact that the Property has been sold; the name and address of the new owner (now landlord); the fact that the tenant security deposit, plus accrued interest, has been transferred to the new landlord; and directions to the tenant to make all future payment of rent to the new landlord at the address as set forth in the notice to tenant.
- + **INTEREST-BEARING ACCOUNT DEPOSIT.** The Parties direct _____, Broker, to place the deposit in an interest-bearing escrow account. Interest shall accrue and be payable to Buyer at time of settlement. For accounting purposes, Buyer's social security number is _____. A Processing fee of \$ _____ shall be charged to the party receiving the interest by the above Broker for this service. In the event of a forfeiture of deposit, any interest accrued shall be payable to Seller.
- + **IRS Section 1031 TAX DEFERRED EXCHANGE (Seller).** The parties acknowledge, affirm and agree that the Seller shall have the option of effecting a Section 1031 Tax Deferred Exchange at no additional expense or liability to the Buyer. The intention of the Parties is for the Seller/Exchanger to use Section 1031 of the Internal Revenue Code to postpone taxes by exchanging the Property for other property to be designated later and acquired through a trust established at Settlement. The Buyer and Seller/Exchanger will execute necessary documents to complete the exchange, including any assignments or trust agreements.

The seller will pay all expenses associated with the tax deferred exchange and hold the Buyer harmless from any liability in connection therewith.

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All references to "Seller" in the Contract shall mean Seller/Exchanger.

IRS Section 1031 TAX DEFERRED EXCHANGE (Buyer). The parties acknowledge, affirm and agree that the Buyer is acquiring the Property as the replacement to complete a Tax Deferred Exchange under section 1031 of the Internal Revenue Code. The Seller will cooperate to complete this transaction, however, the Seller shall bare no additional expense or incur any additional tax in order to do so.

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 "the Contract" or the transaction which is the subject of "the Contract" shall be mediated through a mediator or mediation service that is 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 "the Contract" or the transaction which is the subject of "the 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 "the 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.

PERSONAL PROPERTY: The following personal property is included: _____ The following personal property is excluded: _____

TRADE FIXTURES:

CONDOMINIUM DOCUMENTS AND INFORMATION: Buyer has been provided with a copy of the condominium association covenants, restrictions and rules and regulations; has read said bylaws, covenants and restrictions, and is fully familiar with all such terms and conditions as set forth therein.

[Signature] 11/12/17
Buyer Date
CAC LIBERTY CENTER

^x
Paul Busen 11-17-2017
Seller Date

Buyer Date

Seller Date

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PROPERTY INSPECTIONS ADDENDUM

ADDENDUM # _____ dated November 10, 2017 to Contract of Sale between Buyer CHRIST APOSTOLIC CHURCH LIBERTY CENTER and Seller _____ for Property known as 5710 WOODCLIFF RD. #3, BOWIE, MD 20720

The following provisions are included in and supersede any conflicting language in the Contract.

Only those sections of Paragraph #2 below (A, B, C, D, E, F, G) initialed by both Buyer and Seller shall apply to this Property Inspections Addendum.

1. SCOPE AND LIMITATIONS OF INSPECTIONS: The purpose of any inspection(s) selected below is to discover unsatisfactory conditions, if any, of the components and systems of the Property, and any other conditions identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

2. ITEMS TO BE INSPECTED:

A. Structural and Mechanical: Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within Ten (10) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other conditions as noted: _____

B. Mold: Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within _____ (_____) days from the Date of Contract Acceptance.

C. Environmental: Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what



Buyer _____ / _____

Seller PAB _____



corrective action is required, within _____ (_____) days from the Date of Contract Acceptance. Inspection(s) may include, but are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted:

+ **D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within _____ (_____) days from the Date of Contract Acceptance.

+ **E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (_____) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

+ **F. Lead-Based Paint Hazard Inspection:** Buyer, at Buyer's expense, has the right to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection. Such assessment or inspection shall be completed and in the event lead-based paint hazards are found, a copy of the entire assessment report or inspection report shall be submitted to Seller, together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards, within _____ (_____) days from the Date of Contract Acceptance. **The time period specified above represents the mutually agreed upon time period for Buyer to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards.** If Seller elects to correct the unsatisfactory condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the unsatisfactory condition(s) has been remedied prior to the date of settlement.

+ **G. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for _____. Such inspection(s) shall be completed and in the event unsatisfactory conditions are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what conditions in the report are considered unsatisfactory and what corrective action is required, within _____ (_____) days from the Date of Contract Acceptance.

Note: Termite and other wood destroying insect infestation inspection terms are governed by the "Wood Destroying Insect Inspection" paragraph of the Contract.

3. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER: Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a

Buyer AP

Seller ^X PAB

condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

4. INSPECTION REPORT PROCESS: The following terms shall apply to EACH initialed inspection contingency in Paragraph 2 above:

A. Waiver of Buyer's Right to Terminate Contract

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 4.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what conditions in the report are considered unsatisfactory, and what corrective action is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

B. Buyer's General Right to Terminate Contract

NOTICE: THIS PARAGRAPH 4.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 4.B. is initialed only by Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 4.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by Seller to Buyer for acceptance by Buyer. If Buyer wishes to accept the deletion of this Paragraph 4.B., then Buyer shall evidence such acceptance by initials of Buyer.

Buyer, upon written notice to Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: AF / _____

X
Seller: PAB / _____

C. Buyer's Specific Right to Terminate Contract

NOTICE: This paragraph 4.C. shall apply in the event paragraph 4.B. is not initialed by both Buyer and Seller OR if paragraph 4.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 4.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the conditions noted by Buyer. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s)

Buyer AF / _____


X
Seller PAB / _____

shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of any conditions which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

5. REPAIRS, CORRECTION, RE-INSPECTION: Seller agrees to complete repairs in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

6. DAMAGE TO PROPERTY: If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage.

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


Buyer Signature _____ 11/12/17 Date
CHRIST APOSTOLIC CHURCH LIBERT

X

Seller Signature _____ 11-17-2017 Date

Buyer Signature Date

Seller Signature Date

Prince George's County Association of REALTORS®, Inc.



CONFIRMATION OF BROKERAGE COMMISSION

In connection with the sale of property known as 5710 WOODCLIFF RD. #3, PRINCE GEORGE'S County, Maryland, the undersigned Listing Broker and Buyer's Broker hereby agree as follows:

- 1) Listing Broker and Buyer's Broker agree that Buyer's Broker will share in the gross commission payable to Listing Broker under and pursuant to the terms of a separate listing agreement and as advertised in the multiple listing system as follows:
A. Buyer's Broker: Two Point Five percent (2.500 %) of the sale price
B. Buyer's Broker: _____ dollars (\$) _____
C. Additional Compensation to Buyer's Broker: _____ percent (_____ %) of the sale price or _____ dollars (\$) _____
2) Listing Broker and Buyer's Broker acknowledge that Listing Broker represents the Seller in a fiduciary capacity and Buyer's Broker represents the Buyer in a fiduciary capacity;
3) Listing Broker and Buyer's Broker agree to provide a completed copy of this signed Agreement to Seller and Buyer immediately after final acceptance of the Contract of Sale.
4) Listing Broker and Buyer's Broker agree to provide a completed copy of this signed Agreement to the settlement office when the accepted contract is delivered to the settlement office.

INKSCALE REALTY

MICHAELS REALTY, INC. MICL1

Listing Broker (Firm Name and Broker Code)

Buyer's Broker (Firm Name and Broker Code)

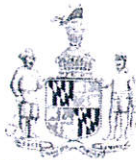
DocuSigned by: BJ Hooker
By: 304F00FC5B974F8...
Authorized Agent
BJ HOOKER

By: [Signature]
Authorized Agent
ABBEY OLORUNWUNMI

Date: 11/17/2017

Date: 11/12/17

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

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

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

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

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

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that MICHAELS REALTY, INC. (firm name) and ABBEY OLORUNWUNMI (salesperson) are working as:

(You may check more than one box but not more than two)

- seller/landlord's agent
- subagent of the Seller
- buyer's/tenant's agent

[Signature] 9/22/17
Signature (Date)
CHRIST APOSTOLIC CHURCH LIBERT

Signature (Date)

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

ABAYOMI FASHINA (CHRIST APOSTOLIC CHURCH)
Name of individual to whom disclosure made

Name of individual to whom disclosure made

Agent's Signature

(Date)