

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division**

IN RE:

SOUTH POLLING, LLC

Debtor.

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Case No.: 16-21695-NVA

Chapter 11

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**MOTION TO APPROVE SALE OF DEBTOR’S ASSETS FREE AND CLEAR OF ALL
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS
PURSUANT TO 11 U.S.C. §§ 363(f) and (m)**

South Polling, LLC, Debtor and Debtor-in-Possession, by and through undersigned counsel, moves for the entry of an Order approving the sale of substantially all of the Debtor’s assets free and clear of all liens, claims, encumbrances and interests pursuant to sections 105 and 363 of Title 11 of the United States Code. In support of this Motion, the Debtor respectfully states as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

3. The statutory predicates for the relief sought herein are 11 U.S.C. §§ 363, 1146, Rules 2002, Rules 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 6004-1.

FACTUAL BACKGROUND

4. On August 31, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor is managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this chapter 11 case, and no committee have been appointed or designated.

5. The Debtor’s principal asset is the real property and improvements commonly known as 4828 South Polling House Road, Harwood, Maryland 20776 (the “Property”). The Debtor’s bankruptcy was filed in order to stay a scheduled foreclosure sale of the Property. Debtor has virtually no assets other than the Property.

6. According to the Debtor’s schedules, the fair market value of the Property is \$747,300.00.

TERMS OF PROPOSED SALE

7. Debtor has entered into a Residential Contract of Sale dated November 16, 2017 (the “Contract”) whereby Debtor has agreed to sell and Keisha Santa Rivera and Ricardo Alvarado Rivera (the “Purchasers”) have agreed to purchase the Property for the sum of Four Hundred Forty-Two Thousand Dollars (\$442,000.00) (the “Purchase Price”). A copy of the Contract is attached hereto and incorporated herein as Debtor’s Exhibit No. 1. Pursuant to the Contract, the settlement of the sale is to occur on December 20, 2017, or sooner if agreed to by the Debtor and the Purchasers (collectively, the “Parties”). The Purchasers have provided the deposit of Five Thousand Dollars (\$5,000.00) as required by the Contract.

8. The Property is being sold “as is,” free and clear of all liens, claims encumbrances and interests pursuant to 11 U.S.C. §§ 363(f) and (m).The sale shall satisfy all real property taxes, mortgage liens and other encumbrances, if any, by order of priority.

9. The Purchasers shall pay Four Hundred Forty-Two Thousand Dollars (\$442,000.00) at closing for the Property, including the deposit of Five Thousand Dollars (\$5,000.00). The Purchasers will also pay all closing costs for the sale of the Property. The Parties have agreed that settlement is to occur on December 20, 2017, subject to approval of the sale by the Bankruptcy Court.

10. Debtor retained Wayson Group Coldwell Banker Residential Brokerage (the “Realtor”) as its broker for the sale of the Property. Debtor’s employment of the Realtor was approved by the Bankruptcy Court’s Order (Alquist, J.) dated May 31, 2017 (Dkt. 29). The Realtor procured the Purchasers for the sale and will be paid the requisite commission, subject to Court approval. Debtor will pay the Realtor’s commission of six percent (6%) from the proceeds of the sale.

11. Debtor submits that the Purchase Price for the Property is fair and reasonable, and consistent with the fair market value of the Property. The Property consists of approximately eleven (11) acres and is improved by a dwelling and barn structure. The Property is in need of repair. The Realtor has marketed the Property since May, 2017. The sale is in the best interest of the estate, Debtor’s creditors and the Debtor.

TREATMENT OF CLAIMS

A. Secured Claims

12. SunTrust Bank (“SunTrust”) asserts a secured claim against the Property pursuant to a Deed of Trust recorded among the land records of Anne Arundel County at Liber 4607 Folio 216. Other than property taxes to Anne Arundel County, the Debtor does not anticipate any other Secured Claims.

13. The secured claims, as allowed, will be paid in full from the proceeds of the sale of the Property.

B. Unsecured Claims

14. The Debtor estimates that General Unsecured Claims total approximately \$35,000.00.

15. The Debtor believes that the terms of the Contract are fair, reasonable and equitable and represent the most effective and efficient way for the Debtor to maximize the value of the Property.

C. Impact of the Sale on Unsecured Creditors

16. After the sale of the Debtor's Property, the Debtor will be dissolved.

17. After payment of allowed secured claims and allowed administrative claims, the Debtor anticipates that unsecured creditors holding allowed claims shall be paid on a pro-rata basis. The Debtor anticipates that allowed unsecured claims will be paid in full.

RELIEF REQUESTED

18. The Debtor requests (i) the entry of the proposed order substantially in the form attached hereto as Exhibit No. 2, authorizing the Debtor to sell the Property free and clear of all liens, claims, encumbrances and interests, pursuant to Code section 363(f).

The Transaction Satisfies the Requirements of Section 363(f)

19. Under Bankruptcy Code section 363(f), a debtor-in-possession may sell property of a debtor's estate free and clear of any lien, claim or interest in such property if, among other things:

1. applicable nonbankruptcy law permits sale of such property free and clear of such interest;

2. such [lienholder] consents;
3. such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
4. such interest is in bona fide dispute;
5. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to approve the sale of the assets free and clear. *See* 11 U.S.C. § 363(f); *see also In re Wolverine Radio Co.*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991).

20. The Debtor submits that a sale free and clear of all pledges, liens, security interests, claims, charges, options and interests (collectively, “Interests”) against the Property is appropriate under the circumstances because one or more of the conditions of section 363(f) will be satisfied. Specifically, the Debtor maintains that Section 363(f)(3) will be satisfied.

Abrogation of the Fourteen Day Stay

21. Bankruptcy Rule 6004(h) provides, “An order authorizing the use, sale or lease of property other than case collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The Debtor submits that, given the nature of the proposed transaction, cause exists for the court to exercise its discretion and abrogate the 14-day stay provided for by Rule 6004(h).

Waiver of Memorandum of Points and Authorities

22. The Debtor respectfully requests that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be

accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

WHEREFORE, Debtor South Polling, LLC, respectfully requests that this Court enter an Order, substantially in the form attached hereto as Exhibit 2, (I) authorizing the sale of all of substantially all of the Debtor's assets free and clear of all liens, claims, encumbrances and interests; (II) abrogating the fourteen (14) day stay of the Order approving sale; and (III) granting such other and further relief as is just and appropriate.

Dated: November 27, 2017

Respectfully submitted,

MCNAMEE, HOSEA, JERNIGAN, KIM
GREENAN & LYNCH, P.A.

/s/ Christopher L. Hamlin

Christopher L. Hamlin (Fed. Bar No. 04597)

Steven L. Goldberg (Fed Bar No. 28089)

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Greenbelt, Maryland 20770

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Facsimile: (301) 982-9450

sgoldberg@mhlawyers.com

chamlin@mhlawyers.com

Attorneys for Debtor South Polling, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **27th day of November, 2017**, a true and correct copy of the foregoing Motion to Approve Sale of Debtor's Assets Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S. C. §§ 363 (f) and (m), has been
Furnished by first class mail, postage prepaid, to:

Catherine Levin, Esq
Office of the United States Trustee
101 W. Lombard St., Ste. 8530
Baltimore, MD 21201

Jeannine Wayson
Wayson Group Coldwell Banker Residential Brokerage
170 Jennifer Road, #102
Annapolis, MD 21401

Gene Jung, Esq.
Brock & Scott, PLLC
7564 Standish Place, Suite 115
Rockville, Maryland 20855

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Peter Franchot, Comptroller of Maryland
Goldstein Treasury Building
80 Calvert Street
Annapolis, MD 21404-0466

Honorable Jeffrey Sessions
United States Attorney General
Office of the Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

John Koskinen, Commissioner
Internal Revenue Service
1500 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Matthew S. Evans, III, Esq.
Law Offices of Matthew S. Evans, III, LLC
95 Cathedral Street, Suite 100
Annapolis, MD 21401

Calvert County, Maryland
Office of the County Attorney
Pamela Lucas, Esquire
175 Main Street
Prince Frederick, Maryland 20678

Anne Arundel County, Maryland
Office of the County Attorney
Nancy McCutchan Duden, Esquire
2660 Riva Road
4th Floor
Annapolis, MD 21401-7305

All parties that have expressed interest in the Property and all Creditors on the attached mailing matrix.

/s/ Christopher L. Hamlin
Christopher L. Hamlin, Esquire

Exhibit 1

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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 this event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

1. DATE OF OFFER: 11/16/17

2. SELLER: South Potting, LLC

3. BUYER: Velsha, Sonia Rivera, Ricardo Alvarez Rivera

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 4828 Potting House Road located in Annapolis City/County, Maryland, Zip Code 20716, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The Property is being conveyed: [checked] 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 four hundred ~~thousand~~ forty two thousand Dollars (\$442,000) SPL MS

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows: (a) An initial Deposit by way of check in the amount of five thousand Dollars (\$5,000) at the time of this offer.

(b) An additional Deposit by way of Dollars (\$) in the amount of Dollars (\$) to be paid

(c) All Deposits will be held in escrow by: Berkshire Hathaway HomeServices PenFed Realty (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) [checked] 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 12/20/2017 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, USDA Financing Addendum, Owner Financing Addendum, FHA Financing Addendum, Assumption Addendum, No Financing Contingency, VA Financing Addendum, Gift of Funds Contingency Addendum, OTHER: Cash

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10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within N/A (N/A) days from the Date of Contract Acceptance.

If a written financing commitment is not obtained by Buyer within (N/A) 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 Buyer Inspection(s) Declined LOMO RAK
Buyer 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 |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equipment & Cover |
| <input type="checkbox"/> Built-in Microwave | <input type="checkbox"/> Exst. WW Carpet | <input type="checkbox"/> Refrigerator(s) # _____ |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Fireplace Screen Doors | <input type="checkbox"/> w/ice maker |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Frefzer | <input type="checkbox"/> Satellite Dish |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Screens |
| <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Shades/Blinds |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Doors |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equipment & Cover | <input type="checkbox"/> Storm Windows |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input type="checkbox"/> Stove or Range |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna |
| | | <input type="checkbox"/> Trash Compactor |
| | | <input type="checkbox"/> Wall Oven(s) # _____ |
| | | <input type="checkbox"/> Water Filter |
| | | <input type="checkbox"/> Water Softener |
| | | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| | | <input type="checkbox"/> Window Fan(s) # _____ |
| | | <input type="checkbox"/> Wood Stove |

ADDITIONAL INCLUSIONS (SPECIFY): N/A

ADDITIONAL EXCLUSIONS (SPECIFY): N/A

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. Agricultural taxes assessed as a result of this transfer shall be paid by Reisha Santa Clara
G. Ricardo Alvarez Rivera

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

Buyer: [Signature]

Seller: [Signature]

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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.
WMD, RRP (BUYER)

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.
WMD, RRP (BUYER)

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/Lead/LeadPoisoningPrevention/Pages/index.aspx>

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.
WMD, RRP (BUYER)

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.
WMD, RRP (BUYER)

Buyer WMD, RRP

Seller ^{DS} SPLMS

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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
- Federal Lead-Based Paint and Lead-Based Hazards Disclosure of Information
- 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:

General Addendum, Disc Addendum

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 termites 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.

Buyer CONG RAL

Seller SPL/MS

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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 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.

Buyer



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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 8-402.8 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 [Signature]

Seller [Signature]

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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.

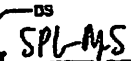
39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in 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 8045 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 other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United

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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 5-1801, 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 and location through a survey by a licensed engineer or land surveyor, at Buyer's expense;

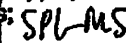
(5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;

Buyer



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(6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

(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.

(D) PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

55. PROPERTY TAX NOTICE - 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

56. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

57. 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.

58. 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 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. 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.

59. 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. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

60. 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.

Buyer's Signature: [Handwritten Signature] Date: 11/16/17
Buyer's Signature: [Handwritten Signature] Date: 11/16/17

Seller's Signature: South Polling, LLC - Mary Self 11/16/2017 Date
Seller's Signature: _____ Date

DATE OF CONTRACT ACCEPTANCE: 11/16/17

Check if First-Time Maryland Homebuyer

Buyer: [Handwritten Name]

Seller: SPL-MS Sales Contract

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Contact Information:

BUYER / NAME(S): Yeisha Santa Rivera, Ricardo Olmedo Rivera
MAILING ADDRESS: 122 Lantier Road, Rosedale, MD 21237

SELLER / NAME(S): South Potting, LLC
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: Coldwell Banker Residential Brokerage
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: Jeanine Johnson LICENSE NUMBER: 611432
OFFICE ADDRESS: 170 Jernby Road, State 102, Annapolis, Md 21401
OFFICE PHONE: (410) 224-2889 BROKER/SALES ASSOCIATE MLS ID: 124436

SALES ASSOCIATE PHONE: (410) 562-2178 SALES ASSOCIATE E-MAIL: jeanine.johnson@cb.com

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

SELLING BROKERAGE COMPANY NAME: Berkshire Hathaway HS PenFed Realty
BROKER OF RECORD NAME: Kevin Wiles LICENSE NUMBER: 586658
SALES ASSOCIATE NAME: Nicole N. Holmquist - (Dba) LICENSE NUMBER: 469383
OFFICE ADDRESS: 565 Benfield Rd, Severna Park, Md 21146
OFFICE PHONE: (410) 647-8000 BROKER/SALES ASSOCIATE MLS ID: PEED5 / 321232

SALES ASSOCIATE PHONE: (443) 763-9290 SALES ASSOCIATE E-MAIL: nicole.holmquist@penfedrealty.com

ACTING AS: SELLER AGENT; OR
 SUBAGENT; OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

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ADDENDUM TO CONTRACT

Buyer(s): Keisha Santa Rivera and Rivaldo Alvarado Rivera

Seller(s): South Polling, LLC/Jessie Marie Self


Property: 4828 South Polling House Road, Harwood, MD 20778

ADDENDUM REGARDING: Third Party Approval


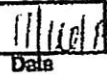
In consideration of their mutual desires to consummate the aforementioned Contract, the undersigned parties hereby agree as follows:

The transfer of the property MAY require 3rd party approval.

The transfer of the property requires Bankruptcy court approval


 OS
 JESSIE MARIE SELF

All other terms and conditions of the contract shall remain in full force and effect.

Buyer Date

South Polling, LLC - Jessie Marie Self 11/16/2017

Seller Date

Buyer Date

Seller Date

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Anne Arundel County Association of REALTORS®



ADDENDUM/AMENDMENT

ADDENDUM/AMENDMENT # _____ dated _____ to Contract of Sale
between Buyer(s): Olivia Santa Sierra, Diana Alvarez Rivera and
Seller(s): South Rising, LLC for Property known as
4838 Spring House Blvd, Ocean, MD 20741

All the parties agreed everything that is in the barn is included
and sellers don't need to clear the trash and debris.

excluding the car
[Signature]

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

	<u>11/16/17</u>		<u>11/16/2017</u>
Buyer	Date	Seller	Date
	<u>11/16/17</u>		
Buyer	Date	Seller	Date

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Page 1 of 1 02/09/15

AACAR Form # 8-0871

Deborah Heston Realty Services, Inc. - Severna Park, 565 Barclay Rd, Severna Park, MD 21145

Phone: 410-647-8000

Fax: (410) 394-9213

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Deborah

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AS IS ADDENDUM



ADDENDUM dated 11/16/17 to Contract of Sale between Buyer Keisha Santa Rivera, Ricardo Alvarez Rivera and Seller South Polling, LLC for Property known as 4929 Polling House Road, Rowand, MA 02776

The following provisions are included in and supersede any conflicting language in the Contract. The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (Residential Property Disclosure and Disclaimer). The parties agree that all paragraphs in the Contract pertaining to property condition (Paragraph 22) and wood destroying insects (Paragraph 19) are hereby deleted from the Contract except that Buyer retains the right to walk through the Property within five (5) days prior to settlement.

Buyer and Seller agree to initial only one of the following:

Handwritten initials: (SPL) (PK) SPL MS with a plus sign below.

A. "AS IS" WITHOUT INSPECTION(S) The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within ___ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) 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(s). If the Property is part of a 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 any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

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

Buyer Signature: Keisha Santa Rivera, Date: 11/16/17
Buyer Signature: [Signature], Date: 11/16/17

Seller Signature: South Polling, LLC - Mary, Date: 11/16/2017
Seller Signature: [Signature], Date: [Signature]



10/17

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ADDENDUM - STANDARD CLAUSES

Addendum/Amendment # _____ dated 11/16/17 to the Contract of Sale between Buyer(s): Keisha Santa Rivera, Ricardo Alvarez Rivera And Seller(s): South Potomac, LLC For Property known as: 4821 Potomac House Road, Howard, MD 20776

The following provisions are included in and supersede any conflicting language in the Contract. It is expressly provided that only 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.

In the event any of the following provisions result in the termination of the Residential Contract of Sale, all Deposits shall be returned in accordance with the deposit paragraph of the Residential Contract of Sale:

WAS
SPY
MS

1. **TRANSFER TAX AND DOCUMENTARY STAMPS.** Buyer and Seller expressly agree that the cost of recordation tax and local transfer tax shall be paid by: Seller to Pay Buyer to Pay Other: _____

+

2. **TIME LIMIT.** The offer shall be automatically withdrawn and the Deposit returned to Buyer if the offer is not accepted, countered or rejected by 8:00 p.m. on _____ (date).

+

3. **LENDER'S PRE-QUALIFICATION.** This Residential Contract of Sale is contingent until 8:00 p.m. on the _____ day after the Date of Contract Acceptance ("Deadline") upon Buyer delivering to Seller a prequalification letter from an institutional lender stating in substance that the financing described in the Residential Contract of Sale is available to Buyer and that, based upon a preliminary credit report, and the information provided by Buyer, the financing should be committed subject to appropriate verification, approval and commitment. At any time after the Deadline, but prior to delivery to Seller of the prequalification letter, Seller may, upon written notice to Buyer, declare the Contract null and void and of no further force or effect.

+

4. **SELLER'S PURCHASE OR LEASE OF ANOTHER PROPERTY.** This Residential Contract of Sale is contingent upon Seller's purchase or lease of another home. If Seller fails to deliver to Buyer written notification of removing this contingency by 8:00 p.m. (date) _____, this Residential Contract of Sale may be terminated by either Seller or Buyer by delivery of written notice to the other party in which event the deposit shall be returned to buyer.

+

5. **SECONDARY CONTRACT OF SALE.** This Residential Contract of Sale is first "Back-up" Contract to another Residential Contract of Sale dated _____ between Seller and _____

as Buyer (the "Primary Contract"). The Back-up Contract shall become the Primary Contract immediately upon delivery of notice from Seller to Buyer that the Primary Contract is of no further force and effect along with a copy of the fully executed release of the Primary Contract. Buyer, upon written notice to Seller, may declare this Back-up Contract null and void and of no further force or effect at any time prior to this Back-up Contract becoming the new Primary contract of sale. If the Primary Contract settles, this contract shall be null and void. The rights and obligations of the parties under the Primary Contract are superior to the rights and obligations of the parties to the Back-up contract. If this Back-up Contract of Sale does not become the Primary or is voided by Buyer, the Deposit shall be returned to Buyer.

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Page 1 of 3 Revised 8/25/15

Berkshire Hathaway HomeServices PenFed Realty - Severna Park, 365 Benfield Rd. Severna Park, MD 21146
Phone: (410) 647-8000 Fax: (410) 384-9813 Berkshire Hathaway HomeServices


Sales Contract -

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6. **SUBJECT TO RELEASE:** This Residential Contract of Sale is subject to the Buyer being released from a prior real estate contract for the property known as _____ not later than the _____ day of _____.

7. **THIRD PARTY APPROVAL:** (Not to be used for Short Sale, see MAR Short Sale Addendum.)

This Residential Contract of Sale is subject to Buyer/Seller obtaining the written approval of _____ on or before 5:00 p.m. (date) 12/18/2017. If such written approval is not obtained and delivered to the other party on or before such date and time, then unless Buyer/Seller waives this contingency in writing, this Contract of Sale shall be automatically terminated and any deposit shall be returned to Buyer.

+

8. **Section 1031 Tax Deferred Exchange -** Parties wishing to participate in a tax deferred exchange under Section 1031 of the Internal Revenue Code ("Exchange") are advised to consult an exchange professional.

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

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

+

9. **GIFT OF FUNDS:** This Residential Contract is contingent until 5 p.m. on the _____ day after Date of Contract Acceptance ("Deadline") upon Buyer providing to Seller a Gift Letter and necessary documentation satisfactory to Lender ("Gift Letter") in the amount of \$ _____ from _____.

At any time after the Deadline, but prior to delivery to Seller of the Gift Letter, Seller, upon written notice to Buyer, may decline the Residential Contract of Sale null and void and of no further force and effect. Once the Gift Letter has been delivered, in the event Buyer does not have the gift funds to proceed to settlement as provided in the contract, Buyer shall be in default.

+

10. **INSURANCE CONTINGENCY:** This contract is contingent upon Buyer obtaining standard insurance coverage on the Property at any amount not to exceed one half of one percent of the purchase price as the yearly premium. If the property is located in a flood plain, this contract is contingent upon Buyer being able to obtain a standard homeowners policy and a flood policy at a combined yearly rate not to exceed one percent of purchase price. Buyer agrees to obtain a written insurance quote within 7 days from the Date of Contract Acceptance, and shall have the option of canceling this contract if the quote exceeds the amounts stated above. Buyer must request a written release from contract before the expiration of the 7 day period, or this commitment shall be automatically voided.

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11. **TITLE SUBJECT TO AN EXISTING LEASE.** The contract is contingent until 9 P.M. on the day after the date of contract acceptance ("Deadline") for the Buyer to receive from the Seller, copies of the current lease(s), rental license(s), lead-based paint inspection report(s), State of Maryland lead-based paint registration document(s), any/all known housing code violation notice(s) from any governmental authorities, the past two (2) years federal income tax schedules pertaining to this property. The Buyer acknowledges and agrees not to disclose any and all of the above referenced documents and information contained herein.

Any time prior to the Deadline or within five (5) days from receipt of the above referenced documents from the Seller, Buyer shall notify the Seller in writing whether the Buyer elects to terminate the Contract. If within the time specified, the Buyer fails to provide the Seller with written notification of termination of the Contract, Buyer shall be deemed to have accepted as satisfactory all the information provided and the Buyer shall have no right thereafter to terminate the contract based on this provision and Buyer agrees to take title to the Property subject to the existing lease(s) and or liabilities.


Upon Settlement, the Seller agrees to provide the current tenant(s) written notice the property has been sold, instruct the tenant(s) to make all future rental payments to the Buyer and the security deposit(s) plus accrued interest have been transferred to the new owner. Additionally, upon settlement the Seller agrees to transfer the tenant's security deposit(s) plus accrued interest to the Buyer. All rents shall be prorated upon settlement.

Seller will indemnify Buyer against any and all liabilities relating to the lease arising prior to settlement, and Buyer shall indemnify Seller against any and all liabilities relating to the lease arising after settlement. This provision shall survive settlement.

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


Buyer _____ Date 11/16/17

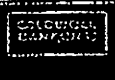
DocuSigned by:
South Polling, LLC - Manj Solt/2017
Seller _____ Date
Sales ID: B10397BEC7E2459


Buyer _____ Date 11/16/17

Seller _____ Date

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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 11/16/17 to the Contract of Sale between Buyer Krishna Sarita Nivra, Chicago Alvarez Nivra and Seller South Polling, LLC for Property known as 4828 South Polling House Road, Harwood, MD 20776

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 2016; and
 - (d) 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: [Signature]



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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 (ii).

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.

	11/16/17		4-27-17
Buyer's Signature	Date	Seller's Signature	Date
	11/16/17		
Buyer's Signature	Date	Seller's Signature	Date
			4-27-17
Agent's Signature	Date	Agent's Signature	Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4828 South Polling House Road, Harwood, MD 20776

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

- 1. The initial sale of single family residential real property:
A. that has never been occupied; or
B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §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 use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO OWNERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Owners and is based up on the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? _____

Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# bedrooms) Other Type _____
Garbage Disposal [] Yes [] No
Dishwasher [] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Air Conditioning [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Hot Water [] Oil [] Natural Gas [] Electric Capacity _____ Age _____ [] Other _____

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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 System: 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 System: 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 System: 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: Yes No Unknown

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Unknown

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: _____

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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

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: _____
19. Are there any other material defects, including latent defects, affecting the physical condition of the property?
 Yes No Unknown

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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.

Owner: _____
Owner: _____

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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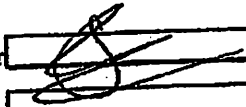
MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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.

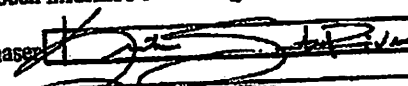

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, 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:

[Empty rectangular box for listing latent defects]

Owner  0-2777
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 
Purchaser 

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Property Address: 4828 South Polling House Road, Harwood, MD 20776 Year Constructed _____

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Federal and Maryland State Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (initial (i) or (ii) below):
- (i) Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - (ii) Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) Buyer/Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer has (initial (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; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

II. MARYLAND LEAD POISONING PREVENTION PROGRAM:

Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1950 which is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978, which is leased for residential purposes, may be registered with the MDE at the election of the owner. Beginning January 1, 2015, the Maryland Program will apply to all residential rental property constructed prior to 1978. Detailed information regarding compliance requirements for the new rules may be obtained from the Maryland Department of the Environment.

Seller hereby discloses that the property:

1. (Seller to initial applicable line) is currently registered in the Maryland Program
 is NOT currently registered in the Maryland Program



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If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer shall be responsible for full compliance under the Maryland Program, including but not limited to, registration, inspections, lead-paint risk reduction and abatement procedures, payment of all fees, costs and expenses; and the notice requirements to tenants.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph:

[Signature] (BUYER) [Signature] (BUYER)

2. If the Property is already registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) has, or has not occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows: _____

If such event has occurred, Seller (Seller to initial applicable line) will; or will not perform the required treatment prior to transfer of title of the Property to Buyer.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

[Signature] (BUYER) [Signature] (BUYER)

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.

<u>[Signature]</u> Seller/Landlord	9-21-17 Date	<u>[Signature]</u> Buyer/Tenant	11/16/17 Date
<u>[Signature]</u> Seller/Landlord	 Date	<u>[Signature]</u> Buyer/Tenant	11/16/17 Date
<u>[Signature]</u> Seller/Landlord's Agent	4-27-17 Date	<u>[Signature]</u> Buyer's Tenant's Agent	 Date



10/14



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**MARYLAND
(ANNE ARUNDEL COUNTY)
GENERAL ADDENDUM TO ALL CONTRACTS OF SALE
FOR IMPROVED PROPERTIES LOCATED IN THE STATE OF MARYLAND**

Required Coldwell Banker Residential Brokerage Addendum for Every Contract of Sale for New or Resale, Improved Residential Property.

Contract of Sale dated 11/14/17

Buyer(s): Keisha Santa Rivera, Ricardo Alvarado Rivera

Seller(s): South Polling, LLC

Property: 4628 South Polling House Road, Harwood, MD 20776

- Regarding:
1. Consumer Disclosure Required by Federal Law
 2. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
 3. Consumer Disclosures Required by State and/or Local Law
 4. Additional General Contract Provisions

1. **LEAD-BASED PAINT HAZARD:** Poisoning from lead-based paint is a serious health hazard, particularly to young children and pregnant women. Lead-based paint occurs more often in houses constructed prior to 1978. Extensive rental property registration and certification and owner and tenant notice and acknowledgment documentation is mandatory.

LEAD-BASED PAINT HAZARDS. Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), required 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 Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer(s), based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer(s) 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(s), the Seller is required to provide the Buyer(s) 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" form.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the Act were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement. Lead-based paint information can be obtained by contacting the National Safety Council's National Lead Information Center (1-800-424-6323).

2. **PROPERTY INSPECTION: (*)**

A. **General Terms:** Buyer has the right, subject to Seller's written acceptance, to make the offer to purchase contingent upon an inspection of the Property. The inspections will be performed by a professional engineer, expert or inspection specialist of Buyer's choice, at Buyer's risk of damage to the Property, and at Buyer's expense. Buyer has the right to be present during any inspection of the Property. Separate inspection addenda shall set forth the scope of the inspection and shall include provisions regarding the timely completion of the inspection and the delivery of inspection results as well as the mechanism or procedure to be followed by Buyer and Seller in responding to situations or conditions objected to by Buyer. The Brokers and Sales Associates may, if requested, provide information regarding inspection service companies available and fees charged.

B. **Scope of the Property Inspections:**

1. **Inspection of the Structural Components:** Buyer may wish to have an inspection for the purpose of determining the physical condition of the following items or systems now present on the Property and included in the purchase price: heating, plumbing, electrical and air cooling and/or filtering systems; roof and roof components, structural components and foundation and basement insofar as water penetration is concerned.

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2. **Other Property Characteristics to Be Considered:** There may be a number of property characteristics which could affect the suitability of the Property for Buyer's intended use. Brokers and Sales Associates are not generally aware of these characteristics and/or do not have the technical knowledge to advise Buyer of the significance of these characteristics. Therefore, Buyer may wish to have additional inspections of the Property made. The following information is provided to assist Buyer in making an informed decision regarding the scope of any additional inspections.

a. **Environmental Considerations: Hazardous Materials:** There are hazardous materials which could affect the Property. Hazardous materials include, but are not necessarily limited to, petroleum products, cleaning chemicals, paint and lead-based paint (See Section 1), lawn and garden chemicals, urea formaldehyde foam insulation (UFFI), asbestos, toxic mold, contamination affecting soil and drinking water, electromagnetic fields from high tension wires, interior pollutants from improper ventilation, including the presence of radon gas in excess of EPA standards, the proximity of landfills and disposal sites, and the presence of underground storage tanks. Additional information regarding these substances is available from the U.S. Environmental Protection Agency (EPA) at (202) 548-4111 or www.epa.gov/epahome/hotline.htm and/or the Maryland Department of the Environment at (410) 537-3800 or www.mde.state.md.us.

b. **Fire Retardant Treated Plywood Used in Construction:** In some instances, the use of fire retardant treated (FRT) plywood as roof sheathing has resulted in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire retardant treatment used, the temperature levels in the roof and attic system and the degree of moisture present in the roof and attic system. Additional information regarding fire retardant treated plywood is available from the National Association of Homebuilders Research Center at www.toolbase.org.

c. **Wetlands of the U.S.: Jurisdictional Wetlands:** If all or a portion of the Property has been designated tidal or non-tidal wetlands, the approval of both the federal and state government may be necessary before a building permit for either new construction or expansion or improvement of existing structures can be issued for the Property. Additionally, the future use of existing improved properties may be restricted. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers, Regulatory Branch (410) 862-8870 and the Maryland Department of Natural Resources, Tidal Wetlands Division (410) 537-3837 and the Non-tidal Division (410) 537-3768.

d. **Airport Noise Zone:** If all or a portion of the Property is located in the vicinity of an airport, Buyer may wish to review an airport noise zone map if available.

e. **Flood Plain:** (*) The Property or part of the Property could be located in an area established by the government as a "flood plain". If the property is located in a flood plain, flood insurance could be required by the mortgage lender as a condition for granting a mortgage. Construction on the Property could be prohibited or restricted.

3. **CONSUMER DISCLOSURES:**

A. **Disclosures Required by the State of Maryland:**

1. **Agency Disclosures and Acknowledgment:** (*) Buyer and Seller acknowledge that prior to entering into this Contract they have been fully informed of the agency relationships which the Brokers and Sales Associates involved in this sale have with Buyer and with Seller and, in addition, Buyer and Seller have provided written consent to those agency relationships.

2. **Homeowners Association and/or Condominium Law and Private Agreements:** (*) If the Property is a part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, and/or subject to private maintenance agreements, Seller will make the necessary disclosures by additional attached addendum.

3. **Newly Constructed Residences:** (*) a) **New Home Warranty Security Plan:** If the Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty Security Plan approved by the State of Maryland (addendum will be attached); b) **Insulation:** Seller/Builder must inform Buyer of the location, type, and thickness (R factor) of insulation used in the walls and roof of newly constructed residences; c) **Water/Sewer Service:** The Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities constructed by the developer in the subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with detailed written disclosure of the amount of the fee, the duration of the charge, and any right to prepay or discount the fee.

4. **Forest Conservation:** The Maryland Forest Conservation Act requires that any person making an application for a development, subdivision, site plan, building or grading or sediment and erosion control permit for an area greater than 40,000 sq. ft. must complete forest stand delineation and forest conservation plans. These plans require preparing and filing extensive documents and payment of certain deposits/fees. Consult the appropriate office of the local government for details.

5. **Agriculturally Assessed Property/Mandatory Shingle Notice:** If the subject Property is agriculturally assessed, the Purchaser is given the following notice: "Under § 9-241 of the Environment Article of the Annotated Code of Maryland, the Department of the Environment is required to maintain permanent records regarding every permit issued for the utilization of sewage sludge, including the application of sewage sludge on farm land. A prospective buyer has the right to ascertain all such information regarding the property being sold under this transaction."

6. **Real Property Tax Escrow Notice:** Pursuant to the State of Maryland Annotated Code, Tax Property Article § 10-204.3, a property owner may elect to pay real property taxes on an annual or semi-annual basis. Buyer(s) is advised to convey to their settlement attorney whether they wish to pay real property taxes annually or semi-annually.

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B. Disclosures Required by Anne Arundel County

1. REQUIRED NOTICE - ANNE ARUNDEL COUNTY LAND-USE PLANS. The Buyer fully understands that in order to become more fully informed of the current and future land-use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the buyer should consult the appropriate County agency or County Internet web site for information regarding these plans. This notice is required under Section 10-703 of the Real Property Article, Annotated Code of Maryland, for any Contract of Sale for single family residential real property in Anne Arundel County which is improved by four or fewer single family units. Local laws requiring disclosure to home buyers of substantially similar information, if any, shall prevail over this notice requirement. (www.aacounty.org)

2. ANNAPOLIS HISTORIC DISTRICT ONLY-REQUIRED NOTICE-CITY OF ANNAPOLIS Property is located in the Historic District as defined by Annapolis City Code Section 21.59.03B. Buyer should visit the website of the Historic Preservation Commission to learn about the various requirements that apply to properties located in the District. (www.annapolis.gov)

Buyer Buyer Seller Seller

3. PROPERTIES LOCATED WITHIN ANNAPOLIS CITY LIMITS are subject to a city tax in addition to the Anne Arundel County property tax.

4. "Impact Fees" are authorized in Anne Arundel County.

5. NOTICE - WATERFRONT PROPERTY. If this property is, or appears to be, "waterfront" property, Buyer will rely on Buyer's own surveyor and title expert to ascertain the extent of any riparian rights or other rights of water access that issue to the owner of the Property.

6. NOTICE - CHESAPEAKE BAY CRITICAL AREA. If Anne Arundel County or the State has initiated enforcement action for a violation of a local law described in § 5-106(BB) (1) of the courts and judicial proceedings Article, a contract for sale of the real property where the violation occurred shall disclose:

- (i) The nature of the violation;
- (ii) The status of any ongoing proceedings to enforce the violation; and
- (iii) Any actions the buyer of the real property may be required to take with respect to the property in order to cure the violation.

7. NOTICE - AIRPORT NOISE. Buyer understands that Property may be located within the designated airport noise zone of the Baltimore-Washington International (BWI) Airport or other airport facility. Property may, now or in the future, be subject to overflights of air traffic to and from that facility and experience cumulative day-night noise levels of 65 decibels or greater. Properties in an airport noise zone may be subject to zoning restrictions affecting new development or new uses of property without a zoning variance from the Board of Airport Zoning Appeals, as per Title 5 Subtitle 8 of the Transportation Article, Annotated Code of Maryland. A 24 hour "Noise Hotline" (410-869-7021) and Airport Noise Zone Map are available from the Maryland Aviation Administration, Maryland Department of Transportation. (Phone numbers are subject to change without notice). Buyer may obtain additional information regarding existing or planned airport facilities from Anne Arundel County authorities.

8. NOTICE - HOMEOWNERS INSURANCE. Buyer understands that an insurance provider may decline to insure, or change a premium rate to insure, this property if there has been prior insurance claim(s) against the property. Buyer will rely on Buyer's own insurance provider to ascertain the approximate cost to insure Property.

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THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM:

Please check appropriate box or boxes and provide required information:

<input checked="" type="checkbox"/>

9. Owner(s) states that the property herein described is NOT subject to any Public or Private Front Foot Benefit Assessment and/or Capital Facilities Assessment.

<input type="checkbox"/>

Owner(s) states that the herein described property is subject to Capital Facilities Assessment/Front Foot Benefit Assessment of \$ _____ per _____ payable to Anne Arundel County.

Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 13 § 5-111 of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:

<input type="checkbox"/>

NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by the developer of the _____ subdivision. This fee or assessment is (amount) \$ _____ payable annually in (month) _____ to _____ (Hereinafter called "lienholder") until

(date) _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lien holder and each owner of this property and is not in any way a fee or assessment by Anne Arundel County.

If a Seller subject to this section fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and
- (2) following settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.

<input type="checkbox"/>

10. **NOTICE - RADIUM IN WELL WATER.** According to the Anne Arundel County Department of Health, studies indicate that the radium level in some areas of Anne Arundel County, Maryland, exceed the level established by the U.S. Environmental Protection Agency for drinking water, as described in *Radium in Well Water Information Sheet*. The radium level in well water may be determined through specific testing conducted by County Health authorities or by an environmental testing firm approved by County Health authorities. Buyer and Seller acknowledge receiving *Radium in Well Water Information Sheet and Map - Testing Area for Gross Alpha and Radium*.

<input type="checkbox"/>

11. **REQUIRED NOTICE - SPECIAL TAX DISTRICT.** Each year the buyer of this property must pay a special assessment or special tax imposed under Article 4, Title 8, of the Anne Arundel County Code, as of Contract of Sale date. The special assessment or special tax on this property amounts to _____ Dollars (\$ _____) each year; as of (date of each scheduled

increase) _____, the assessment or tax may increase to (maximum amount or method for determining the same) _____. For further information on this assessment

or tax, Buyer may contact the County Office of Finance. An increase in any special assessment, special tax, fee or charge is likely to occur in the foreseeable future but the timing or amount of the increase is not certain.

4. GENERAL PROVISIONS: (*)

A. **Suitability of Property for Specific Use:** (*) Buyer, by submission and acceptance by Seller of a specific contingency clause, has the right to ascertain that the Property will meet a specific purpose or can be adapted to a specific use.

B. **Certifications:** Depending on the type of mortgage applied for by Buyer, lender may require certain certifications that relate to major structural components of the Property or require inspections/appraisals that certify that the Property is free of specific hazards or conditions. Buyer and Seller agree to cooperate in the production of said certificates. Unless otherwise required by law, costs of inspections/certifications will be paid by appropriate party.

C. **Credit Reports and Financial Data Sheets:** The Seller acknowledges that the content, and accuracy and completeness of any financial information concerning the Buyer submitted in conjunction with the Contract of Sale will be considered to be the sole and exclusive representation of the Buyer. Unless expressly stated to the contrary the real estate licensees involved in the transaction have neither verified nor investigated the financial information provided by Buyer.

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D. Settlement/Title Agent: Buyer selects _____
("Settlement/Title Agent") to conduct the settlement. Said Settlement/Title Agent shall order the title exam and survey (if required).

Buyer to Initial:

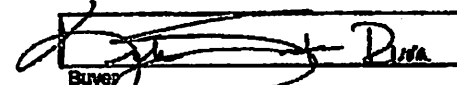
E. Insurance (*) "Homeowner's" insurance (property, casualty and liability insurance) protection for the buyer will be required by a mortgage lender and/or in any case is strongly recommended. Issuance of such insurance will require that the Buyer submit an application and may require an inspection of the property by a representative of the insurance company. Buyer is advised to communicate with an insurance company before final settlement to confirm that the required insurance policy will be issued and that the cost of the policy is within the range anticipated by the Buyer.

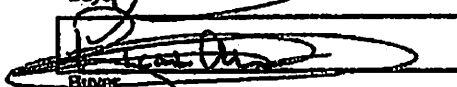
F. Release of Deposit: In the event the purchase transaction is not consummated, in accordance with Maryland law, deposits held in escrow by Coldwell Banker Residential Brokerage generally will not be released absent written agreement of the parties to the contract of sale or a court order.

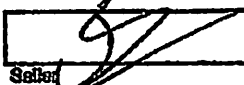
PLEASE NOTE: AN ASTERISK (*) INDICATES THAT AN ADDITIONAL WRITTEN ADDENDUM PERTINENT TO THE SUBJECT MAY BE REQUIRED FOR THE CONTRACT OF SALE TO BE FULLY ENFORCEABLE.

Buyer and Seller by their signatures below confirm that they have read and that they understand and accordingly agree to the provisions of this General Addendum, including all information contained in the following paragraphs:

1. Consumer Disclosure Required by Federal Law
2. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
3. Consumer Disclosures Required by State and/or Local Law
4. Additional General Contract Provisions

 11/16/17.
Buyer Date

 11/16/17.
Buyer Date

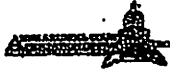
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Seller Date

Seller Date

Buyer's Email Address

Seller's Email Address

DocuSign Envelope ID: ABC11C81-3E88-438D-8CBA-835E0778BE91



Residential Property Information
 May be used as an Addendum to Listing Agreement and Contract of Sale

Addendum # _____ to the Listing Agreement dated _____

Seller(s): Smith Polling, LLC

Buyer(s): Leisha Santa Nivra, Ricardo Alvarado Nivra

Property: 4828 South Polling Horse Road, Harwood, MD 20776

Seller acknowledges information that applies to the property as identified below:

1. **INCLUSIONS AND EXCLUSIONS:** Included in the sale or rental price are all permanently attached fixtures and smoke detectors. Other items which may be considered personal property, whether installed or stored upon the property, are included as follows:

NOTE: If any of the equipment listed below is rented and the Seller does not intend to pay off the balance of the lease, it should not be listed as an inclusion and the "No" box should be checked. See section 2 for rental information to be included.

Yes	No	Yes	No	Yes	No	Yes	No
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3. FEE SIMPLE/GROUND RENT. Seller acknowledges that the Property is being conveyed: (initial one selection)

A. In Fee Simple, OR
(Seller initials)

B. subject to an annual ground rent, now existing, in the amount of \$ _____ payable semi-annually or annually. (Separate Addendum may be required at the time of contract). Name/address of Ground Rent holder _____
(Seller initials) Phone Number _____

Redemption amount is _____ + 5.06 = \$ _____
(annual rent)

4. LAWFUL OWNERSHIP/AUTHORIZED INDIVIDUAL TO SIGN DOCUMENT:

Seller(s) hereby represent(s) that the Seller(s) is/are the legal and rightful owner(s) of the property and/or has the legal authority to enter into a Contract of Sale. OR

Authorized individual to sign document (check below & provide proper documentation)
(Seller initials)

Power of Attorney Estate Sale Trusts Corporation Guardianship Trustee Other

5. FRONT FOOT BENEFIT FEES AND OTHER CHARGES. Seller hereby discloses that the Property (initial all that apply)

Seller states that the property herein described IS NOT subject to any Public or Private Front Foot Benefit Assessment and/or Capital Facilities Assessment.
(Seller initials)

Seller states that the property herein described IS subject to Capital Facilities Assessment/Front Foot Benefit Assessment of \$ _____ per _____ payable to Anne Arundel County.
(Seller initials)

Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 27, 4-13 (a) of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:

NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by the developer of the _____ subdivision. This fee or assessment is (amount) \$ _____ payable annually in (month) _____ to _____ (Hereinafter called "lienholder") until (date) _____. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lien holder and each owner of this property and is not in any way a fee or assessment by Anne Arundel County.

If a Seller subject in this section fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Purchaser shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate five days after the Seller provides to the Purchaser written notice in compliance with this section; and
- (2) Following settlement, the Seller shall be liable to the Purchaser for the full amount of any open lien or assessment.

6. PRIVATE ROAD/DRIVEWAY AGREEMENT: NO YES If yes, Explain or Attach

7. IMPROVEMENTS:

Are there any agreements or notices with local government to do work, which includes, but is not limited to (paving, sewer/water hookup, etc.)?

NO YES (explain) _____
(Seller initials) (Seller initials)

If such items and special assessments are not permitted to be assumed by the Buyer for any reason, the Seller may be required to pay them.

8. INSURANCE INFORMATION:

A. Name of Company/Broker: _____

Agency: _____

Phone #: _____

A Copy of a report from the Comprehensive Loss Underwriting Exchange (CLUE) IS or IS NOT attached.
(Seller initials) (Seller initials)

B. Do you carry Flood Insurance? No Yes
(Seller initials) (Seller initials)

C. Do you have an Elevation Certificate? No Yes
(Seller initials) (Seller initials)

This form is the property of Anne Arundel County Association of REALTORS[®], Inc. and may be used only by Realtor Association Members.
Page 2 of 4 REVISED 5/2014

(Seller initials)

(Buyer initials)

CBR0 AA302601 (5/14)

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DocuSign Envelope ID: ABC11C81-3E88-438D-8CBA-835E0776BE91

9. HOMEOWNER'S ASSOCIATION/CONDO/COOPERATIVE/RESTRICTIVE COVENANTS: *(Initial all that apply)*

A. Seller hereby discloses that the Property is part of a development defined as:

<input type="checkbox"/> / <input type="checkbox"/>	Homeowners Association	(Separate Addendum and Disclosure Required)
<i>(Seller initials)</i>	Total Fee: \$ _____	Payable: (Check one) <input type="checkbox"/> Yearly <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
<input type="checkbox"/> / <input type="checkbox"/>	Condominium	(Separate Addendum and Disclosure Required)
<i>(Seller initials)</i>	Total Fee: \$ _____	Payable: (Check one) <input type="checkbox"/> Yearly <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
<input type="checkbox"/> / <input type="checkbox"/>	Cooperative	(Separate Addendum and Disclosure Required)
<i>(Seller initials)</i>	Total Fee: \$ _____	Payable: (Check one) <input type="checkbox"/> Yearly <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Indicate "none" if no agent, officer, or individual is presently authorized to provide the required disclosure. Seller acknowledges and agrees to provide any and all documents and information that may be necessary to comply with State of Maryland disclosure laws and requirements as obligated by law.

Name _____
 Address _____
 Phone Number _____ Email Address _____

Current delinquency rate (if known): _____

B. / The property IS NOT part of a development defined as a Homeowners Association, Condominium or Cooperative.
(Seller initials)

C. / The Property IS or IS NOT part of a recorded subdivision that has restrictive covenants.
(Seller initials)

D. / Is the Property subject to any current or approved Special Assessment by the Homeowner/Condo/Cooperative?
 NO YES, explain _____ (amount assessed) \$ _____
 Date(s) due: _____
(Seller initials)

E. / This property IS part of a (voluntary) community association:
 Total Fee: \$ _____ Payable: (Check one) Yearly Quarterly Monthly
(Seller initials)

Name _____
 Address _____
 Phone Number _____ Email Address _____

10. EASEMENTS/RESTRICTIONS/RIGHTS-OF-WAY: (Other than Community restrictions or as noted in previous section) (Initial A or B below)

A. / This property IS NOT subject to one or more of the following: 1) conservation easement(s); 2) restrictions; 3) rights-of-way limiting or affecting the use of the property; OR
(Seller initials)

B. / This property IS subject to one or more of the following: 1) conservation easement(s); 2) restrictions; 3) rights-of-way limiting or affecting the use of the property. (See Conservation Easement Addendum to Contract of Sale).
(Seller initials)

If B is initialed, Initial all applicable easement(s) below:

<input checked="" type="checkbox"/> / <input type="checkbox"/>	Maryland Environmental Trust Conservation Easement
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Maryland Historical Trust Conservation Easement
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Maryland Agricultural Land Preservation Trust Conservation Easement
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Maryland Department of Natural Resources Conservation Easement
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Land Trust Conservation Easement
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Forest Conservation Easement
<input checked="" type="checkbox"/> / <input type="checkbox"/>	Other (example: cemetery) _____

C. / Seller has provided a copy of a survey or plat of the property Yes No
(Seller initials)

D. / Seller has provided a copy of their Owners or Lenders' Title Insurance Yes No
(Seller initials)

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 Page 3 of 4 REVISED 5/2017

/
(Seller initials)

/
(Seller initials)

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DocuSign Envelope ID: ABC11C81-3E88-436D-8CBA-835E0776BE91

11. AGRICULTURAL TRANSFER TAX


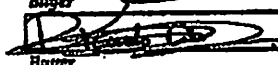
IS or IS NOT subject to an Agricultural Land Transfer Tax imposed by section 13-301 Sec. of the Tax-Property article, Annotated Code of Maryland, by reason of the property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by _____

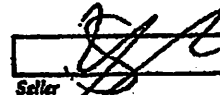
12. LIMITED WARRANTY: Seller acknowledges notification by the Broker that an optional limited warranty, may be purchased by the Seller. Typically the warranty will provide limited coverage for the repair of mechanical equipment, appliances, plumbing and electrical systems, and other coverage as specified by the Home Warranty. Seller waives the option to purchase warranty OR

Seller elects to purchase a _____ warranty at a cost of \$_____ to be deducted from Seller's proceeds at settlement.

13. BROKER LIABILITY: Seller indemnifies and holds harmless the Broker and Listing Agent for any losses, damage or liabilities resulting from any act or omission by Seller including, but not limited to, providing inaccurate or incomplete information, and Seller's or Buyer/Tenant's non-performance or default under any Contract of Sale.

Information provided herein is true, correct and complete to the best of Seller(s) knowledge, and Seller(s) authorizes Listing Broker to provide said information to other brokers and prospective buyer(s)/tenant(s).

 _____
Buyer Date 11/16/17
 _____
Buyer Date 11/16/17

 _____
Seller Date 11-17-17

Seller Date

37

Exhibit 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division**

IN RE:

SOUTH POLLING, LLC

Debtor.

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Case No.: 16-21695 NVA

Chapter 11

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**ORDER AUTHORIZING THE SALE OF THE DEBTOR’S ASSETS FREE AND
CLEAR AND OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS
PURSUANT TO 11 U.S.C. §§ 363(f) and (m)**

UPON CONSIDERATION of the Debtor’s Motion to Approve Sale of Debtor’s Assets Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S. C. §§ 363 (f) and (m), (the “Motion”); and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Motion and opportunity for objection having been given; and this Court having reviewed and considered the Motion and the objections thereto, if any; and upon consideration of all the pleadings filed with this Court; and this Court having

determined that just cause exists for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and the Sale Order shall be immediately effective upon its entry.

C. The statutory predicates for the relief requested in the Motion are Sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007 and 9014 and Local Rule 6004-1.

Notice of the Motion

D. Notice of the Motion and a reasonable opportunity to object or be heard with respect to the Motion and relief requested therein has been afforded to all known interested persons and entities entitled to receive such notice, including, but not limited to the following parties:

- i. the Office of the United States Trustee for the District of Maryland;

- ii. All creditors of the Debtor, as identified in its Chapter 11 petition and the mailing matrix filed with the Bankruptcy Court;
- iii. all taxing authorities and other governmental agencies having jurisdiction over any of the Assets, including the Internal Revenue Service;
- iv. all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; and
- v. all Persons known or reasonably believed to have asserted a lien or claim on any of the Assets, including all licensors; and

E. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Motion, and the Sale has been provided in accordance with Sections 102(1), and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014 and Local Rule 6004-1. The notices described above were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale or the Sale Hearing is required. No other or further notice of the Motion, the Sale, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

F. The Debtor has demonstrated good and sufficient business justification to support the sale of the property located at 4828 South Polling House Road, Harwood, Maryland 20776 (the "Property"), free and clear of all liens, claims, encumbrances and interests pursuant to Section 363 of the Bankruptcy Code.

G. The consummation of the transactions contemplated in the Motion is properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105 and 363 of the Code.

NOW, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted in its entirety.

2. The Property shall be sold to Pursuant to Sections 105(a), 363(b),363(f), and 363(m) of the Bankruptcy Code, the Debtor is authorized to sell the Property to Keisha Santa Rivera and Ricardo Alvarado Rivera (the "Purchasers") for the sum of Four Hundred Forty-Two Thousand Dollars (\$442,000.00) free and clear of all liens, claims, encumbrances and interests taxes, tax liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any, excepting that the Property shall be transferred "as is," pursuant to 11 U.S.C. § 363(f) and (m).

3. Any liens on the Properties shall attach to the proceeds of the sale with the same validity, force and effect as the same had with respect to the Property at issue, subject to any and all defenses, claims, and/or counterclaims or setoffs the Debtor may possess.

4. The provisions of this Order and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of reorganization of the Debtor, dismissal or conversion of the Debtor's case from Chapter 11 to Chapter 7, as well as the rights and interests granted pursuant to this Order shall continue in this or any superseding case and shall be binding upon the Debtor, the Sales Agent and their respective successors and permitted assigns, including any trustee or other fiduciary appointed as a legal representative of the Debtor under Chapter 7 or Chapter 11 of the Bankruptcy Code.

5. To the extent that anything contained in this Order conflicts with a provision in the Motion, this Order shall govern and control. This Court shall retain exclusive jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order or otherwise arising from or related to the Auction.

6. Notwithstanding Bankruptcy Rules 4001 and 6004, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the

absence of any person or entity obtaining a stay pending appeal, the Debtor and the Sales Agent are free to perform in accordance with the Motion.

Copies to:

Catherine Levin, Esq
Office of the United States Trustee
101 W. Lombard St., Ste. 8530
Baltimore, MD 21201

Gene Jung, Esq.
Brock & Scott, PLLC
7564 Standish Place, Suite 115
Rockville, Maryland 20855

Christopher L. Hamlin, Esq.
Steven L. Goldberg, Esq.
McNamee Hosea, et al.,
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770

Jeannine Wayson
Wayson Group Coldwell Banker Residential Brokerage
170 Jennifer Road, #102
Annapolis, Maryland 21401

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Peter Franchot, Comptroller of Maryland
Goldstein Treasury Building
80 Calvert Street
Annapolis, MD 21404-0466

Honorable Jeffrey Sessions
United States Attorney General
Office of the Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

John Koskinen, Commissioner
Internal Revenue Service
1500 Pennsylvania Avenue, NW

Washington, DC 20530-0001

Matthew S. Evans, III, Esq.
Law Offices of Matthew S. Evans, III, LLC
95 Cathedral Street, Suite 100
Annapolis, MD 21401

Calvert County, Maryland
Office of the County Attorney
Pamela Lucas, Esquire
175 Main Street
Prince Frederick, Maryland 20678

Anne Arundel County, Maryland
Office of the County Attorney
Nancy McCutchan Duden, Esquire
2660 Riva Road
4th Floor
Annapolis, MD 21401-7305

All creditors and parties in interest requesting notice.

END OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division**

IN RE:

SOUTH POLLING, LLC

Debtor.

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Case No.: 16-21695 NVA

Chapter 11

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**NOTICE OF MOTION TO APPROVE SALE OF DEBTOR’S ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS
PURSUANT TO 11 U.S.C. §§ 363(f) and (m)**

PLEASE TAKE NOTICE that on November 27, 2017, the above-captioned Debtor and Debtor-in-Possession (the “Debtor”), through undersigned counsel, filed a Motion for entry of an order (I) authorizing the sale of substantially all of the Debtor’s assets free and clear of all liens, claims, encumbrances and interests (the “Motion”).

PLEASE TAKE FURTHER NOTICE that on August 31, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor is managing its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that as described in the Motion, attached hereto, the Debtor seeks authority to sell its property free and clear of all liens, claims, encumbrances and interests, pursuant to sections 105 and 363 of Title 11 of the United States Cod.

**PLEASE FURTHER TAKE NOTICE THAT OBJECTIONS TO THEMOTION
MUST BE FILED AND SERVED SO AS TO BE RECEIVED NO LATER THAN
December 18, 2017.** Creditors or other parties objecting to the Motion must file their objection,

with specific reasons therefore, with the office of the Clerk of the Court, United States Bankruptcy Court, for the District of Maryland, 101 W. Lombard Street, Suite 8308, Baltimore, Maryland 21201. A copy of the objection must be served on the undersigned attorney, and upon the Office of the United States Trustee, 101 W. Lombard Street, Suite 8530, Baltimore, Maryland 21201. Any objection must state the factual and legal basis upon which it is based.

PLEASE TAKE FURTHER NOTICE that if no objections are filed, the Court may approve the requested relief without further notice or hearing. If an objection or objections are filed, the Bankruptcy Court may, in its discretion, determine the matter without a hearing regardless of whether an objection is filed.

PLEASE TAKE FURTHER NOTICE in the event any creditor or party-in-interest has questions regarding any of the aforementioned matters, such questions may be directed to Debtor's counsel, at the address and telephone number listed below.

The hearing on this Motion is scheduled for January 4, 2018 at 2:30 p.m. in Courtroom 2-A, United States Bankruptcy Court for the District of Maryland, 101 W. Lombard Street, Baltimore, Maryland 21201.

THE DEBTOR HAS ALSO FILED A MOTION TO SHORTEN TIME FOR RESPONSE AND/OR FOR AN EXPEDITED HEARING. IF THAT MOTION TO SHORTEN TIME OR EXPEDITE IS GRANTED, THE TIME TO OBJECT AND/OR DATE FOR HEARING WILL BE CHANGED AS PROVIDED IN SUCH ORDER.

Dated: November 27, 2017

Respectfully submitted,

MCNAMEE, HOSEA, JERNIGAN, KIM
GREENAN & LYNCH, P.A.

/s/ Christopher L. Hamlin

Christopher L. Hamlin (Fed. Bar No. 04597)

Steven L. Goldberg (Fed Bar No. 28089)
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Telephone: (301) 441-2420
Facsimile: (301) 982-9450
sgoldberg@mhlawyers.com
chamlin@mhlawyers.com

Attorneys for Debtor South Polling, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **27th day of November, 2017**, a true and correct copy of the foregoing Notice of Motion to Approve Sale of Debtor's Assets Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S. C. §§ 363 (f) and (m), has been furnished by first class mail, postage prepaid, to:

Catherine Levin, Esq
Office of the United States Trustee
101 W. Lombard St., Ste. 8530
Baltimore, MD 21201

Jeannine Wayson
Wayson Group Coldwell Banker Residential Brokerage
170 Jennifer Road, #102
Annapolis, MD 21401

Gene Jung, Esq.
Brock & Scott, PLLC
7564 Standish Place, Suite 115
Rockville, Maryland 20855

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Peter Franchot, Comptroller of Maryland
Goldstein Treasury Building
80 Calvert Street
Annapolis, MD 21404-0466

Honorable Jeffrey Sessions
United States Attorney General
Office of the Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

John Koskinen, Commissioner
Internal Revenue Service
1500 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Matthew S. Evans, III, Esq.
Law Offices of Matthew S. Evans, III, LLC
95 Cathedral Street, Suite 100
Annapolis, MD 21401

Calvert County, Maryland
Office of the County Attorney
Pamela Lucas, Esquire
175 Main Street
Prince Frederick, Maryland 20678

Anne Arundel County, Maryland
Office of the County Attorney
Nancy McCutchan Duden, Esquire
2660 Riva Road
4th Floor
Annapolis, MD 21401-7305

All parties that have expressed interest in the Property and all Creditors on the attached mailing matrix.

/s/ Christopher L. Hamlin
Christopher L. Hamlin, Esquire

Label Matrix for local noticing
0416-1
Case 16-21695
District of Maryland
Baltimore
Mon Nov 27 11:46:22 EST 2017

South Polling, LLC
PO BOX 22
Harwood, MD 20776-0022

US Trustee - Baltimore 11
Garmatz Federal Courthouse
101 West Lombard Street
Suite 2625
Baltimore, MD 21201-2668

Anne Arundel County, Maryland
Office of Law
2660 Riva Road, 4th Floor
Annapolis, MD 21401-7055

(p)U S SECURITIES AND EXCHANGE COMMISSION
ATLANTA REG OFFICE AND REORG
950 E PACES FERRY RD NE STE 900
ATLANTA GA 30326-1382

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, MD 21201-2305

David M. Williamson, Esquire
Brock A. Scott, PLLC
7564 Standish Place, Suite 115
Derwood, MD 20855-2745

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Joann M. Sims
711 Rusack Court
Arnold, MD 21012-3024

Matthew Evans, Esquire
95 Cathedral Street
Suite 100
Annapolis, MD 21401-2730

Secretary of the Treasury
15 & Pennsylvania Avenue
Washington, DC 20220-0001

State of Maryland DLLR
Division of Unemployment Insurance
1100 N. Eutaw Street, Room 401
Baltimore, MD 21201-2225

SunTrust Mortgage, Inc.
Mail Code RWV 3003
P.O. Box 26149
Richmond, VA 23260-6149

U.S. Attorney-District of MD
4th floor
36 S. Charles St.
Baltimore, MD 21201-3119

William E. Sims, Jr.
711 Rusack Court
Arnold, MD 21012-3024

Christopher Hamlin
6411 Ivy Lane
Suite 200
Greenbelt, MD 20770-1405

James Greenan
McNamee, Hosea, et. al.
6411 Ivy Lane
Suite 200
Greenbelt, MD 20770-1405

Jeannine Wayson
Wayson Group
Coldwell Banker Residential Brokerage
170 Jennifer Road, #102
Annapolis, MD 21401-3050

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Branch of Reorganization
Sec. & Exch. Commission
3475 Lenox Road NE (Suite 1000)
Atlanta, GA 30327-1232

Internal Revenue Service
Centralized Insolvency Section
PO Box 21126 (DP-N-781)
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)SunTrust Bank

End of Label Matrix
Mailable recipients 17
Bypassed recipients 1
Total 18