



GCAAR Sales Contract

TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

This SALES CONTRACT ("Contract") is made on December 28, 2021 ("Date of Offer")
 between Dhairya Patel, Monali Patel ("Buyer")
 and Maria Del Carmen Baquero-Earhardt ("Seller") who,
 among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction Keller Williams Flagship of Maryland ("Listing Company") represents Seller, and IKON Realty - Ashburn ("Selling Company") represents Buyer OR Seller. The Listing Company and Selling Company are collectively referred to as "Broker." (If the Broker is acting as a dual representative for both Seller and Buyer, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

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

Street Address 25929 LASALLE CT
 Unit # _____ City DAMASCUS State MD Zip Code 20872
 Condominium/Cooperative Project Name _____
 Parking Space(s) # _____ Storage Unit(s) # _____
 Legal Description: Lot(s) _____ Block/Square _____ Section _____
 Subdivision _____ Tax Account # 161201798038

2. **JURISDICTIONAL ADDENDUM:** The following Jurisdictional Addendum, if ratified and attached, is made a part of this Contract. Jurisdictional Addendum for District of Columbia Montgomery County, MD

3. **PRICE AND FINANCING:** (All percentages refer to percent of Sales Price.)

A. Down Payment		<u>3.500</u>	%
B. Financing	1. First Trust (if applicable)	<u>96.500</u>	%
	2. Second Trust (if applicable)	_____	%
	3. Seller Held Trust	_____	%
	(if applicable, addendum attached)		
	TOTAL FINANCING	<u>96.500</u>	%
	SALES PRICE	<u>\$ 390000</u>	

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

- | | | |
|---|-----------------------|--|
| <input type="checkbox"/> Conventional | See Addendum Attached | <input type="checkbox"/> This contract is not contingent on Financing. |
| <input checked="" type="checkbox"/> FHA | See Addendum Attached | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> VA | See Addendum Attached | |

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

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

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4. **DEPOSIT:** Buyer's deposit ("Deposit") in the amount of 4000 shall be held by Ikon Realty of Ashburn ("Escrow Agent"). Buyer has delivered OR will deliver the Deposit within 7 days after Date of Ratification. (If the Property is in Maryland and Broker is the Escrow Agent, the Deposit must be delivered to Escrow Agent within 3 days of the Date of Ratification.) The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) credited toward the Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.
5. **FUNDS DUE AT SETTLEMENT:** The balance of the funds due at Settlement from Buyer and/or Seller will be paid on or before the Settlement Date. Buyer and/or Seller shall verify with Settlement Agent how funds due at Settlement are to be paid. An assignment of funds shall not be used without prior written consent of all parties to the transaction.
6. **SETTLEMENT:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on January 28, 2022 ("Settlement Date") except as otherwise provided in this Contract. Buyer selects Loudoun Title ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to place a title order.
7. **PROPERTY MAINTENANCE AND CONDITION:** Except as otherwise specified herein, Seller will deliver the Property at Settlement vacant, free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of **Date of Offer** OR **Date of home inspection** OR **Other:** _____. Failure to select an option in the preceding sentence shall be deemed an agreement to select the Date of Offer option. Seller will have all utilities in service through Settlement or as otherwise agreed. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located. Buyer and Seller will not hold Broker liable for any breach of this paragraph.

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

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

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

Buyer acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its **AS-IS CONDITION** as of the date specified above. Buyer further acknowledges that neither Brokers and/or their agents nor subagents are responsible for Property defects.

8. **ACCESS TO PROPERTY:** Seller will provide Broker, Buyer, inspectors representing Buyer and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Buyer and/or Buyer's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Buyer and Seller.
9. **INCLUSIONS/EXCLUSIONS:** The Property includes the personal property and fixtures as defined and identified in the attached Inclusions/Exclusions Disclosure and Addendum.
10. **HOME WARRANTY:** Yes OR No
Home warranty policy paid for and provided at Settlement by: Buyer OR Seller
Cost not to exceed \$ _____. Warranty provider to be _____.
11. **BUYER'S REPRESENTATIONS:** Buyer will OR will not occupy the Property as Buyer's principal residence. **Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.** The Selling Company is OR is not authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Buyer. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the Lender by Buyer.

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12. **WOOD-DESTROYING INSECT INSPECTION:** Buyer at Buyer's expense (except under VA financing, then at Seller's expense) may choose to obtain a wood-destroying insect ("WDI") inspection of the Property by a licensed pest control firm. If Buyer elects to do so, Buyer will furnish to Seller a written report from the licensed pest control firm showing that all dwelling(s) and/or garage(s) within the Property are free of visible evidence of any live WDI, and free from visible WDI damage. Any treatment for live WDI and/or repairs for WDI damage recommended in the licensed pest control firm's report will be made at Seller's expense. Said treatment shall be completed by a licensed pest control firm and said repairs shall be completed by a contractor licensed in the appropriate jurisdiction. Seller will provide written evidence of such treatment and/or repair prior to Settlement which shall satisfy the requirements of this Paragraph.

13. **LEAD-BASED PAINT REGULATIONS:** Federal law requires sellers of properties built before 1978 to provide buyers with the required federal disclosure regarding lead paint (GCAAR form "Lead Paint--Federal Disclosure") and the EPA pamphlet "Protect Your Family from Lead in Your Home". In addition, for District of Columbia properties built before 1978, sellers are required to provide buyers the District of Columbia Lead Disclosure (GCAAR form "Lead Paint--DC Disclosure"). A seller who fails to provide the required local and federal lead-based paint forms, including the EPA pamphlet, may be liable under the law for three times the amount of damages and may be subject to both civil and criminal penalties. Seller and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure forms for a period of six (6) years following the date of Settlement. If the dwelling(s) was built prior to 1978 or if the building date is uncertain and the Property is not exempt from the Residential Federal Lead-Based Paint Hazard Reduction Act of 1992, this Contract is voidable by Buyer until Buyer acknowledges receipt of the required federal lead-based paint form, including the EPA pamphlet, and DC Lead Disclosure if applicable, and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. Buyer retains the right to unconditionally, and without risk of loss of Deposit or other adverse effects, declare Contract void until said acknowledgement occurs. Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

Seller's Initials _____ / _____ Buyer's Initials _____ / _____

Completed Lead-Based Paint forms are attached. Yes No N/A

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects, more than 20 square feet of lead-based paint for any exterior project, or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work, contractor(s) must comply with all requirements of the RRP. A seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a seller who personally performs Covered Work on a seller's principal residence. However, seller has the ultimate responsibility for the safety of seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>. The Seller and Buyer acknowledge that they have read and understand the provisions of this section.

Seller's Initials _____ / _____ Buyer's Initials _____ / _____

14. **FINANCING APPLICATION:** If this Contract is contingent on financing, Buyer will make written application for the Specified Financing and any Lender required property insurance no later than 7 days after the Date of Ratification. Buyer grants permission for the Selling Company and the Lender to disclose to the Listing Company and Seller general information about the progress of the loan application and loan approval process. If Buyer fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable Lender requirements except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.

15. **DAMAGE OR LOSS:** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the Deed of conveyance to Buyer at Settlement.

16. **TITLE:** The title report and survey, if required, will be ordered pursuant to the terms in Settlement Paragraph. If such report and survey are not available on the Settlement Date, and were ordered as required, Settlement may be delayed for up to 10 Business Days to obtain the title report and survey after which date this Contract, at the option of Seller, may be declared void, and the Deposit will be refunded in full to Buyer. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens, except for any loans assumed by Buyer. Title is to be good of record, marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to easements, covenants, conditions and restrictions of record in existence as of Date of Ratification ("Required Condition"). If, as determined by the Settlement Agent, title is not in the Required Condition by the Settlement Date, said date shall automatically be extended by 30 days ("Extended Settlement Date"), and Seller shall promptly take all action necessary to place title in the Required Condition prior thereto at Seller's expense. If title is not in the Required Condition by the Extended Settlement Date, then Buyer may Deliver Notice to Seller declaring this Contract void.

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Broker or any agents, subagents or employees of Broker, and Settlement Agent are not advising the parties as to certain issues, including without limitation: land use; lot size and exact location; and possible restrictions of the use of the Property due to restrictive covenants, easements, zoning, subdivision, or environmental laws. Broker or any agents, subagents or employees of Broker, and Settlement Agent are hereby expressly released from all liability for damages by reason of any defect in the title.

The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title. Seller will convey the Property by Special Warranty Deed or by Personal Representative's Deed in the event Seller is a decedent's estate. Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the Lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain payoff or assumption information from any existing lenders.

Unless otherwise agreed to in writing, Seller will pay any governmental special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, and/or homeowners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date. The parties authorize and direct the Settlement Agent to provide a copy of the Combined Settlement Statement to Seller, Buyer, Listing Company, Selling Company, Homeowner/Condominium Association, Relocation Company and/or any third-party payees reflected on the Settlement Statement.

The parties acknowledge that, under certain circumstances, when a property is substantially renovated or modified or its usage is changed, a Certificate of Occupancy or a Final Inspection Certification may be required prior to use and occupancy of the property. Additional information on these requirements can be obtained at <https://code.dccouncil.us/dc/council/code/sections/6-641.09.html> for properties located in the District of Columbia and at https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-3515#JD_8-28 for properties located in Montgomery County, MD. In the event a local authority requires the issuance of a Certificate of Occupancy or a Final Inspection Certificate, the Seller agrees to provide evidence thereof.

17. **POSSESSION DATE:** Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of the Property at Settlement, including delivery of keys, fobs, and codes, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Buyer including reasonable Legal Expenses.
18. **FEES:** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording and Transfer Taxes are covered in the appropriate jurisdictional addendum.)
19. **BROKER'S FEE:** Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the Broker's Fee offered by the Listing Company to the Selling Company as set forth in the multiple listing service as of the Date of Offer, and any remaining amount of the Broker's Fee to the Listing Company.
20. **ADJUSTMENTS:** Proratable charges, including but not limited to, rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium/cooperative unit owners' association and/or homeowners' association regular periodic assessments, are to be adjusted to the Settlement Date. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. Taxes are to be adjusted according to the information provided by the collector of taxes. If a loan is assumed, interest will be adjusted to the Settlement Date and Buyer will reimburse Seller for any existing escrow accounts.
21. **DISPUTES:** In the event of any dispute between Seller and Broker and/or Buyer and Broker resulting in Broker or any agents, subagents or employees of Broker being made a party to such dispute, including but not limited to, any litigation, arbitration, or complaint and claim before the applicable Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker and any agents, subagents and employees of Broker harmless from any liability, loss, cost, damage or expense (including but not limited to, filing fees, service of process fees, transcript fees and Legal Expenses), resulting therefrom, provided that such dispute does not result in a judgment or decision against Broker, Broker's agents, subagents or employees for acting improperly.

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22. LEGAL EXPENSES:

- A. 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 Legal Expenses from the other party as determined by the Court or arbitrator.
- B. In the event a dispute arises resulting in Broker (as used in this paragraph to include any agent, subagent or employee of Broker) and/or Settlement Agent being made a party to any litigation by Buyer or by Seller, the parties agree that the party who brought the Broker and/or Settlement Agent into litigation shall indemnify Broker and/or Settlement Agent for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker and/or Settlement Agent.

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

24. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default through Settlement. All violations of requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at Settlement, shall be complied with by Seller and the Property conveyed free thereof.

25. DEFAULT: Buyer and Seller agree to perform at Settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Buyer will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Buyer's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Broker may accept and Seller agrees to pay Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement).

If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including without limitation, reasonable Legal Expenses, incurred by the other party in the litigation. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the Broker's Fee in full, as well as the costs incurred for the title examination, Appraisal, and survey.

26. DISCLOSURES TO THE PARTIES: Buyer and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. 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. Further, Brokers, their agents, subagents or employees of Broker, and Settlement Agent do not assume any responsibility for the performance of this Contract by any or all parties hereto. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Buyer and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the disclosures contained herein and that Broker or any agents, subagents and employees of Broker, and Settlement Agent make no representations nor assume any responsibility with respect to the following:

- A. **PROPERTY CONDITION** Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: condition of real or personal property, water quality and quantity (including but not limited to, lead and other contaminants); sewer or septic; public utilities; soil condition; flood hazard areas; airport or aircraft noise; roads or highways; and construction materials and/or hazardous materials, including without limitation, flame-retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective Chinese drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

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- B. LEGAL REQUIREMENTS** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing, agreed to by all parties to the Contract, and Delivered to all parties for such changes to be enforceable.
- C. FINANCING** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract.
- D. BROKER** Buyer and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.
- E. PROPERTY TAXES** Buyer is advised that the property tax bill could substantially increase following Settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where the Property is located.
- F. PROPERTY INSURANCE** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective buyer. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.
- G. TITLE INSURANCE** Buyer may, at Buyer's expense, purchase owner's title insurance. 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 will be determined by the extent of its coverage. Buyer may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Buyer's Lender(s), if any, and Settlement Agent, Buyer and Seller require that enhanced rates be quoted. 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 enhanced coverage is subject to underwriting criteria of the title insurer.
- 27. 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.
- 28. FOREIGN INVESTMENT TAXES – FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event Seller is a foreign person (as described above), the Seller will be subject to the withholding provisions of FIRPTA. If Seller is not a foreign person, Seller agrees to execute an affidavit to this effect at Settlement.
- 29. DEFINITIONS:**
- A.** "Appraisal" means a written appraised valuation of the Property.
- B.** "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- C.** "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- D.** For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 6 p.m. on the Day specified.
- E.** If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior Business Day.
- F.** "Date of Ratification" This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required, by all parties, and Delivered to the other party pursuant to the Notices paragraph.
- G.** The masculine includes the feminine and the singular includes the plural. "Buyer" means "Purchaser" and vice versa.
- H.** "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including but not limited to, expert witness fees and court reporter fees.
- I.** "Specified Financing" means the financing asset forth in the financing addendum attached hereto.
- 30. NOTICES AND DELIVERY:** "Notice" means a unilateral communication from one party to another. All Notices required under this Contract will be in writing. Notices to Seller shall be effective when Delivered to Seller or Seller's Agent named in the Contract or that Agent's supervising manager. Notices to Buyer shall be effective when Delivered to Buyer or Buyer's Agent of Buyer named in the Contract or that Agent's supervising manager.

"Delivery" means sent by wired or electronic medium which produces a tangible record of the transmission (such as fax or email which includes an attachment with an actual copy of the executed instruments being transmitted), hand carried, sent by overnight delivery service or U.S. Postal mailing. In the event of overnight delivery service, Delivery will be deemed to have been made on the next Business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third Business Day following the mailing, unless earlier receipt is acknowledged in writing.

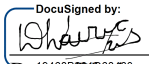

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Resale packages may also be Delivered by Seller or Seller's Agent through an electronic link provided by the management association. For the purposes of Delivery of resale packages for Condominiums, Cooperatives and/or Homeowner's Associations as may be required in a separate addendum, Delivery may be made to Buyer or Buyer's Agent named in the Contract or to that Agent's supervising manager.

- 31. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via fax or as a PDF attachment to an email will also be considered as originals. Typewritten or handwritten provisions included in this Contract will supersede all pre-printed provisions that are in conflict.
- 32. **VOID CONTRACT:** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.
- 33. **ENTIRE AGREEMENT:** This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the Deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

Seller Maria Del Carmen Baquero-Earhardt	Date	 Buyer Dhairya Patel	Date
			12/28/2021
Seller	Date	 Buyer Monali Patel	Date
			12/28/2021

For informational purposes only:

Date of Ratification (see DEFINITIONS)

Seller's Address _____	Buyer's Address _____
Seller's Email Address _____	Buyer's Email Address dhairya000@gmail.com
Seller's Telephone Number _____	Buyer's Telephone Number _____
Listing Company's Name and Address:	Selling Company's Name and Address:
Keller Williams Flagship of Maryland	IKON Realty - Ashburn
231 Najoles RD STE 100	44355 Premier Plz Ste 110
Millersville, MD 21108	Ashburn, VA 20147-5050
Office # (410)729-7700	Office # (703)282-8444
Agent Name James P Schaecher	Agent Name Raj Patel
Agent Cell # _____	Agent Cell # _____
Agent Email Address jimschaecher@gmail.com	Agent Email Address raj@ikonofashburn.com
Agent License # and Jurisdiction _____	Agent License # and Jurisdiction 69588
Broker License # and Jurisdiction _____	Broker License # and Jurisdiction IKON5
Team Leader/Agent _____	Team Leader/Agent _____

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ESCALATION CLAUSE

Regarding the Contract of Sale dated 12/28/2021 on Lot _____, Block/Square _____, Unit _____ in the subdivision/condominium project known as _____ located at 25929 LASALLE CT, DAMASCUS, MD 20872 between Dhairya Patel, Monali Patel (Buyer) and Maria Del Carmen Baquero-Earhardt (Seller), hereinafter referred to as "Offer":

The following provisions are incorporated into the referenced Offer and shall supersede any provisions to the contrary contained in said Offer:

1. **ESCALATION TERMS:** The following terms will apply to increase the Sales Price in this Offer:
 - A. **Escalating Factor:** In the event that Seller receives one or more additional bona fide offers to purchase the Property with terms acceptable to Seller ("Other Offers"), but which result in net proceeds of sale payable to the Seller equal to or greater than the net proceeds of sale payable to the Seller under this Offer, then the sales price stated in this Offer shall automatically increase to an amount which generates net proceeds of sale to Seller equal to \$ 5000 ("Escalating Factor") in excess of the highest net proceeds of sale generated in such Other Offers.
 - B. **Cap:** The sales price under this Offer shall not exceed \$ 425000 ("Cap").
 - C. **Documentation:** In the event that Other Offers cause the escalation of the Sales Price in this Offer, the Seller will provide the Buyer with sufficient documentation to justify the Sales Price increase.
 - D. **Multiple Escalations:** The Buyer acknowledges that the Escalating Factor of this Offer and the Escalating Factors of Other Offers may result in multiple escalations and, in some cases, escalation to the Cap.

2. **ESCALATION INCREASE PROCEDURE:** If the Buyer will be financing a portion of the Sales Price and this Escalation Clause causes an increase in the Sales Price under this Offer, (check one):

The loan amount provided for in this Offer shall remain the same, and the Buyer shall pay any increase in cash at the time of settlement

OR

The Down Payment amount provided for in this Offer shall remain the same, and any increase shall be added to the loan amount

OR

The loan amount provided for in this Offer shall automatically increase to be 96.500 % of the new Sales Price of the Property

OR

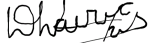
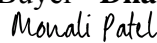
The loan amount shall not exceed \$ _____ and the Buyer shall pay any amount of the increase in Sales Price which is not included in the loan amount in cash at the time of settlement.

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3. **TERMINATION:** The terms contained herein are for the use and purpose of obtaining a mutually agreeable Sales Price and shall be deemed satisfied and will terminate upon ratification of a Contract for the above-captioned property.

4. **DISCLAIMER:** Buyer acknowledges and affirms that this Offer and Escalation Clause has been made of his/her own volition and at his/her own discretion and Buyer agrees to hold agents and their Brokers harmless with regard to negotiation of the Sales Price. In the event Other Offers are presented on this Property, Buyer acknowledges that a copy of the documents constituting this Offer may be provided to the parties making such Other Offers.

5. **ACCEPTANCE OF COUNTEROFFER:** In the event that the Seller agrees to accept a Sales Price within the terms of this Offer and pursuant to this escalation clause, the Seller will submit to the Buyer a copy of this Offer, with the Sales Price adjusted according to the escalation provisions contained herein, having been fully executed by the Seller ("Counteroffer"). Acceptance of the Counteroffer will occur upon counter signature and initial of the modified terms of this Offer, by the Buyer, and delivery to the Seller of the fully ratified Contract.

DocuSigned by: 	12/28/2021
19468B391D68460... DocuSigned by: Buyer Dhairya Patel 	Date 12/28/2021
DFC9F11F2670M4D Buyer Monali Patel	Date

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FHA FINANCING ADDENDUM

(Required For Use with MR and GCAAR Sales Contract Involving FHA Financing)

The Contract of Sale dated December 28, 2021 Address 25929 LASALLE CT
 Unit # _____ City DAMASCUS State MD Zip Code 20872 between Seller Maria Del Carmen
Baquero-Earhardt and Buyer Dhairya Patel, Monali Patel
 is hereby amended by the incorporation of this Addendum, which shall supersede any provision to the contrary in this contract.

1. SPECIFIED FINANCING: The following loan(s) shall be the "Specified Financing":

FIRST DEED OF TRUST: Buyer will obtain OR assume a First Deed of Trust loan from the lender that issued the pre-approval letter, or from the lender to whom Buyer made or will make written application within 7 days of Date of Ratification as required by this Contract ("Lender"), in the amount of 96.500 % of Sales Price amortized over 30 years at a Fixed OR an Adjustable rate bearing (initial) interest of 2.875 % per year or market rate available. Buyer shall pay upfront and monthly mortgage insurance premiums (MIP) as required by FHA regulations. Subject to Lender's approval, Buyer reserves the right to finance any upfront MIP, in which event such amount shall be added to the loan amount.

SECOND DEED OF TRUST: Buyer will obtain OR assume a Second Deed of Trust loan from the Lender, in the amount of _____ % of Sales Price amortized over _____ years at a Fixed OR an Adjustable rate bearing (initial) interest of _____ % per year or market rate available.

2. FINANCING CONTINGENCY: This Contract is contingent ("*Financing Contingency*") on Buyer's ability to obtain Specified Financing.

3. ALTERNATE FINANCING: This Financing Contingency shall not apply to any Alternate Financing. Buyer, at Buyer's election, may apply for alternate financing which includes but may not be limited to any change to the loan terms or change in Lender as described in the aforementioned Specified Financing paragraph above ("*Alternate Financing*") provided: (a) Buyer is qualified for alternate financing; (b) there is no additional expense to Seller; (c) the Settlement Date is not delayed; and (d) if Buyer fails to perform at Settlement except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.

4. SELLER'S OPTION TO VOID CONTRACT: Buyer shall Deliver by 6 p.m. 25 Days after Date of Ratification ("*Financing Deadline*") a **conditional commitment for financing** from Lender ("*Conditional Commitment*"). The Conditional Commitment shall include any outstanding conditions after initial underwriter review, such as final underwriting review/audit, final title review and other underwriting requirements, if any. The Conditional Commitment shall not contain any conditions for the verification of income, assets, employment, and/or obtaining a credit report, but may contain conditions for the re-verification of same.

Following the Financing Deadline, but until Buyer Delivers the Conditional Commitment to Seller, the Financing Contingency will continue and Seller may Deliver Notice to Buyer declaring this Contract Void.

Upon Delivery of the Conditional Commitment, the Financing Contingency will continue, and Seller may no longer Deliver Notice declaring the Contract Void under the Financing Contingency until the Settlement Date has passed.

If Settlement does not occur on or before the Settlement Date, and the Financing Contingency has not been removed, and the Buyer is not in Default, Settlement may occur any time thereafter. However, once the Settlement Date has passed and until Settlement has been completed, Seller may deliver Notice declaring this Contract Void, except in the case of Default by Seller.

5. REMOVAL OF CONTINGENCY: At any time prior to Seller Delivering Notice declaring the Contract Void, Buyer may remove this contingency: 1) By delivering to Seller evidence of Buyer's ability to complete settlement without obtaining the Specified Financing; OR 2) delivering notice to Seller, Buyer has made application for alternate financing or has made application with lender more than 7 days after Date of Ratification. **If Buyer removes the Financing Contingency but fails to complete Settlement by the Settlement Date for any reason not permitted by this Contract or as a result of any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.**

6. FINANCING REJECTION: Buyer may Deliver Notice declaring the Contract Void if Buyer receives a written rejection for the Specified Financing from Lender and Delivers a copy of the written rejection to Seller.

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7. **APPRAISAL PROVISIONS:**

- A. **FHA Amendatory Clause:** It is expressly agreed that notwithstanding any other provisions of the Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ **Sale Price**. Buyer shall have the privilege and option to proceed with consummation of the Contract without regard to the amount of the appraised value. **The appraised value is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. NOTICE:** The dollar amount to be inserted in the Amendatory Clause is the purchase price as stated in the Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new Amendatory Clause is **not** required.
- B. **Procedure in the event of a low appraisal:** In the event that the written statement setting forth the appraised value of the Property ("Appraisal") indicates a value lower than the Sales Price, Buyer has the option of proceeding with the Contract at the stated Sales Price without regard to the Appraisal. However, should Buyer decline to proceed with the Contract at the stated Sales Price (due to the Appraisal being lower than the stated Sales Price), within 3 days of Buyer's receipt of Appraisal, Buyer shall Deliver to Seller Notice (GCAAR Form "Appraisal Notice and/or Addendum") requesting that the Sales Price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the Appraisal ("Buyer's Appraisal Notice").

All Notices Delivered under this Provision shall be treated as follows:

WITHIN 3 DAYS AFTER DELIVERY OF NOTICE FROM ONE PARTY, THE OTHER PARTY MAY:

- A. Deliver Notice accepting the terms contained in the other party's Notice; **OR**
 B. Deliver Notice continuing negotiations by making another offer; **OR**
 C. Deliver Notice that the Contract shall become Void at 6:00 p.m. on the 3rd Day following Delivery, UNLESS the recipient delivers to the other party Notice of acceptance of the last Delivered offer prior to that date and time, in which case, the Contract will remain in full force and effect.

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

8. **SELLER LOAN CHARGES:** The total amount of any Lender charges which cannot by law or regulation be charged to Buyer will be paid by the Seller. These charges will first be deducted from any Seller credit towards closing costs, and the remaining balance of the Seller credit, if any, will then be applied to Buyer's other charges.
9. **TERMITE INSPECTION:** Fences and outbuildings shall be included in the inspection and certification.
10. **BUYER DEFAULT PROVISIONS:** Buyer will be in Default if Settlement does not occur on the Settlement Date as a result of any of the following actions by Buyer:
- A. Failure to lock-in the interest rate(s) and the rate(s) increase so that Buyer does not qualify for such financing; **OR**
 B. Failure to comply with Lender's reasonable requirements in a timely and diligent manner; **OR**
 C. Application is made with an alternative lender other than the Lender as defined herein and that alternative lender fails to meet the Settlement Date; **OR**
 D. Does not have the down payment, closing fees and any other required funds; **OR**
 E. Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Buyer's inability to secure the financing; **OR**
 F. Failure to make application to Lender for the Specified Financing, or application for property insurance, within 7 days of Date of Ratification; **OR**
 G. Does or fails to do any act following the Date of Ratification that prevents Buyer from completing Settlement.
11. **SALE/SETTLEMENT/LEASE OF OTHER PROPERTY:** Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.
12. **LENDER-REQUIRED REPAIRS:** If, as a condition of providing financing under this Contract, Lender requires repairs to be made to the Property that have not otherwise been agreed to be Seller's responsibility, then the following procedure will be followed:

Buyer will Deliver Notice to Seller of Lender's required repairs and a request that Seller complete the repairs prior to settlement. Within 5 Days after Delivery of Buyer's Notice, Seller will Deliver Notice to Buyer as to whether or not Seller will make the repairs. Failure of Seller to Deliver Notice to Buyer within said timeframe shall be deemed an election by Seller to NOT make the repairs. If Seller Delivers Notice to Buyer electing to not make the repairs (or is deemed to have elected to not make the repairs), within 5 days Buyer shall Deliver Notice to Seller as to whether or not Buyer will make the repairs. If neither Seller nor Buyer has Delivered Notice within said timeframe agreeing to make the repairs, then this Contract will become void.

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13. **CERTIFICATION:** Seller, Buyer and Broker(s) hereby certify that the terms of the Contract to which this Addendum is attached are true to the best of their knowledge and belief. Any other agreement(s) entered into between the parties with respect to the purchase and sale of the Property have been fully disclosed and are attached to the Contract.

14. **FHA REQUIRED NOTICE:** Buyer acknowledges receipt of HUD form #92564-CN entitled: *For Your Protection: Get a Home Inspection.*

BUYER'S INITIALS: DS MP

Seller _____ Date
Maria Del Carmen Baquero-Earhardt

Seller _____ Date

Real Estate Agent/Broker _____ Date
James P Schaecher

DocuSigned by: _____ 12/28/2021

Buyer _____ Date

Dhairya Patel
DocuSigned by: _____ 12/28/2021

Buyer _____ Date
Monali Patel

DocuSigned by: _____ 12/28/2021

Real Estate Agent/Broker _____ Date
Raj Patel

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CAUTION — Your Action is Required Soon

US Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon — call 1-800-SOS-Radon; Health and Safety — see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency — see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I / We (check one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

Designed by:

19 (Signed) Homebuyer
Dhairya Patel

12/28/2021

Date

Designed by:

19 (Signed) Homebuyer
Monali Patel

12/28/2021

Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. The agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD if desired you can call 1-200-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)



Addendum of Clauses—A
(For use with GCAAR Sales Contract and MR Residential Contract of Sale)

The Contract of Sale dated December 28, 2021 between Dhairya Patel, Monali Patel
 _____ (Buyer) and Maria Del Carmen Baquero-Earhardt
 _____ (Seller) for the purchase of the real property located at
 Address 25929 LASALLE CT Unit # _____
 City DAMASCUS State MD Zip Code 20872 is hereby amended by the incorporation
 of this Addendum, which shall supersede any provisions to the contrary in the Contract.

It is agreed that only the numbered paragraphs which are checked and initialed by all parties shall be made a part of said Contract.

1. **SELLER'S CREDIT(S) TO BUYER:** In addition to any other amount(s) the Seller has agreed to pay under other provisions of this Contract, Seller shall credit Buyer at the time of Settlement with the sum of \$ _____ **OR** _____ % of Sales Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

2. **INSPECTION CONTINGENCY:** This Contract is contingent until 6 p.m. on the 7 Day after the Date of Ratification ("**Deadline**") for inspections of the Property, not including radon, lead-based paint, well or septic inspections (*which require separate contingencies*), by Buyer, a home inspection firm and/or other representative(s) at Buyer's discretion and expense. Seller will have all utilities in service at the time of inspection(s).

Select option(s) A, B, OR BOTH below. Failure to select either A or B below will result in BOTH being selected.

A. RIGHT TO NEGOTIATE: This right will terminate at the Deadline unless by the Deadline Buyer Delivers to Seller a copy of the report(s) from the inspection(s) of the Property together with a Home Inspection Notice (GCAAR Form "Home Inspection Contingency Notice and/or Addendum") listing home inspection conditions or items that Buyer requires Seller to repair, and/or stipulating a dollar credit, as allowed by Lender, to be paid at Settlement by Seller toward Buyer's charges to buy the Property. Upon such Delivery, **2.B**, if selected below, shall **NO LONGER** be an option.

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

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

- 1) Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- 2) Deliver Notice continuing negotiations by making another offer; **OR**
- 3) Deliver Notice that this Contract will become void at 6 p.m. on the 3rd Day following Delivery, **UNLESS** the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect. Seller may not exercise this option as the first response to Buyer.

FAILURE OF EITHER PARTY TO RESPOND WITHIN 3 DAYS AFTER DELIVERY OF NOTICE FROM THE OTHER PARTY WILL RESULT IN ACCEPTANCE BY BOTH PARTIES OF THE TERMS OF THE MOST RECENT NOTICE.

B. RIGHT TO CANCEL: This right will terminate at the Deadline unless by the Deadline Buyer Delivers to Seller a Notice declaring this Contract void.

3. **ADDITIONAL "AS-IS" PROVISIONS:**

A. The following terms in this Contract are hereby amended (check all that apply):

All clauses pertaining to delivery of the Property free and clear of trash and debris and broom clean are deleted.

All clauses pertaining to termites and wood-destroying insects are deleted.

All clauses pertaining to private well and/or private sewage systems are deleted.

All requirements for Seller to comply with orders or notices of violations of any Condominium Unit Owners' Association, and/or Homeowners' Association related to the physical condition of the Property are deleted.

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- B. Except as otherwise specified herein, the provisions of the Property Maintenance and Condition Paragraph will remain in full force and effect.
- C. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located.

4. **RADON INSPECTION CONTINGENCY:**

A. This Contract is contingent until 6 p.m. on the _____ Day after the Date of Ratification ("Deadline") to allow Buyer, at Buyer's discretion and expense, to have the Property inspected for the presence of radon. Inspection to be done by a testing firm listed with the National Radon Safety Board ("NRSB"), the National Environmental Health Association ("NEHA") or the National Radon Proficiency Program (NRPP) using a U.S. Environmental Protection Agency ("EPA") approved testing method. Testing and retesting devices, if applicable, to be placed and retrieved by an NRSB, NEHA, or NRPP-listed technician or their authorized subcontractor. This contingency will terminate at the Deadline unless by the Deadline, Buyer Delivers to Seller a copy of the radon testing report which confirms the presence of radon that equals or exceeds the action level established by the EPA together with either 1 or 2:

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

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

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

- Deliver Notice accepting the terms contained in the other party's Notice; OR
- Deliver Notice continuing negotiations by making another offer; OR
- Deliver Notice that this Contract will become void at 6 p.m. on the 3rd Day following Delivery, unless the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case this Contract will remain in full force and effect. Seller may not exercise this option as the first response to Buyer.

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

- 2) Notice declaring this Contract void.

B. FOR MONTGOMERY COUNTY CONTRACTS ONLY: Buyer MUST deliver test results by Deadline or this Contingency terminates and Seller is then mandated to perform a radon test and provide results to Buyer on or before Settlement Date, unless Seller is exempt from Radon Test Disclosure.

5. **APPRAISAL CONTINGENCY: NOT TO BE USED WITH FHA OR VA FINANCING. IF THE CONTRACT IS CONTINGENT UPON FINANCING AND SUCH FINANCING IS DECLINED BASED UPON THE APPRAISAL, THE BUYER WILL NOT BE IN DEFAULT, EVEN IF THIS APPRAISAL CONTINGENCY HAS BEEN REMOVED.**

This Contract is contingent until 6:00 p.m. on the _____ day after the Date of Ratification ("Deadline") for Buyer to obtain a written appraised valuation of the Property ("Appraisal") certifying the value of the Property to be no less than the Sales Price (check with your Lender, if applicable, to confirm that the Appraisal will be completed by the Deadline). If Buyer is obtaining financing, Lender shall select the appraiser. If this is a cash sale, Buyer shall select the appraiser. The appraiser shall be licensed to perform Appraisals in the jurisdiction in which the Property is located. Seller shall make the Property available for inspection by such appraiser.

In the event that the Appraisal is lower than the Sales Price, Buyer has the option of proceeding with this Contract at the stated Sales Price without regard to the Appraisal. However, should Buyer decline to proceed with this Contract at the stated Sales Price (due to the Appraisal being lower than the stated Sales Price), Buyer shall Deliver to Seller, by the Deadline, a Notice (GCAAR Form "Appraisal Notices and/or Addendum"), requesting that the Sales Price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the written Appraisal ("Buyer's Appraisal Notice"). This Contingency will terminate at the Deadline, unless by the Deadline Buyer Delivers to Seller Buyer's Appraisal Notice.

All Notices Delivered under this Appraisal Contingency shall be treated as follows:

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

- A. Deliver Notice accepting the terms contained in the other party's Notice; **OR**
- B. Deliver Notice continuing negotiations by making another offer; **OR**
- C. Deliver Notice that this Contract will become void at 6:00 p.m. on the 3rd Day following Delivery, **UNLESS** the recipient Delivers to the other party Notice of the acceptance of the last Delivered offer prior to that date and time, in which case, this Contract will remain in full force and effect.

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

^{DS}


6. **HOLDING DEPOSIT CHECK: NOT TO BE USED FOR A MARYLAND TRANSACTION WHEN A REAL ESTATE BROKER IS THE ESCROW AGENT.** Escrow Agent shall hold Deposit check until 7 Days after Ratification, at which time said check shall be deposited.

^{DS}


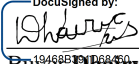
7. **LICENSEE RELATIONSHIP DISCLOSURE:** Raj Patel is a licensed real estate agent associated with _____ (Company) and is (check all that apply) the Buyer, the Seller, related to one of the parties hereto in the following way: _____ and may share in the Broker's Fee.


8. **ADDITIONAL PROVISIONS:**

9. **PRIVATE WELL & SEPTIC: IF APPLICABLE, ATTACH AND EXECUTE THE PRIVATE WATER SUPPLY SYSTEM AND/OR SEPTIC INSPECTION ADDENDUM.**

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

PARTIES ACKNOWLEDGE THEY HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW AND INCORPORATE THE ADDITIONAL PROVISIONS CONTAINED IN ADDENDUM OF CLAUSES-B AND HAVE AGREED TO INCORPORATE ONLY THOSE PROVISIONS ATTACHED HERETO.

_____	DocuSigned by:	_____	12/28/2021
Seller Maria Del Carmen Baquero-Earhardt			
_____		Buyer Dhairya Patel	Date

_____	DocuSigned by:	_____	12/28/2021
Seller			
_____		Buyer Monali Patel	Date

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Montgomery County Jurisdictional Addendum to GCAAR Sales Contract (Required for Use with GCAAR Sales Contract)

The Contract of Sale dated December 28, 2021 between Dhairya Patel, Monali Patel
(Buyer) and Maria Del Carmen Baquero-Earhardt
(Seller) for the purchase of the real property located at
Address 25929 LASALLE CT Unit # _____
City DAMASCUS State MD Zip Code 20872, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
Section _____ Subdivision/Project Name _____
Tax Account # 161201798038 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

1. **MASTER PLAN DISCLOSURES:** A or B required; use A unless Property is in the City of Rockville corporate limits.

A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.

12/28/2021

12/28/2021

Buyer

Buyer

-OR-

B. City of Rockville

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer

Buyer

2. **PRIVATE WELL AND/OR SEPTIC:** The Property is on private well and/or septic. YES NO (If yes, GCAAR Private Water Supply System and/or Septic Inspection Addendum must be attached.)

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3. TRANSFER AND RECORDATION TAXES: (Select either A or B):

A. Buyer is NOT a First-Time Maryland Homebuyer. Section 14-104(b) of the Real Property Article of the 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 Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

B. Buyer is a First-Time Maryland Homebuyer.

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
 - (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; **OR**
 - (c) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will **NOT** occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
 - (a) 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 the Property is reduced from .50% to .25% and shall be paid by the Seller; AND
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS: 50/50**

Buyer and Seller hereby **expressly agree** that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

4. **MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention 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). Detailed information regarding compliance requirements may be obtained at <http://www.mde.state.md.us/Lead>. 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 should be completed.
5. **MARYLAND NON-RESIDENT SELLER:** Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident 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 portion of Seller's proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.
6. **PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE:** Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when this Contract is executed, Seller has the right to rescind this Contract within 5 days of the latter of (a) Contract execution; or (b) the date all parties sign GCAAR Form "Statement About Tenancy" if the Contract includes a provision allowing Seller to occupy the Property after Settlement. Any provision in this Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void. **Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.**
7. **PROPERTY TAX NOTICE 60 DAY APPEAL:** If any real property is transferred to a new owner after January 1 and before the beginning of the next taxable year, 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 (Settlement Date).

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8. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER:

IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE. Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.

9. NOTICES TO BUYER:

- A. 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 Section 17-607 Business Occupations and Professions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.
- B. Buyer has the right to receive a Disclosure and Disclaimer Statement from Seller unless Seller is exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).
- C. Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.
- D. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$50,000 for any claim.
- E. 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.

10. RELEASE OF DEPOSIT: In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

11. DEPOSIT: Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), 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. Escrow Agent may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct Escrow Agent to place all deposit monies in: **(Check One)**

a non-interest-bearing account OR an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

Seller
Maria Del Carmen Baquero-Earhardt

Date

DocuSigned by:
Dhairya Patel

10468B391D68460...

Buyer
Dhairya Patel

12/28/2021

Date

Seller

Date

DocuSigned by:
Monali Patel

DFC9E11F2D7D44D...

Buyer
Monali Patel

12/28/2021

Date

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

*** Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency


I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Keller Williams Flagship of MD act as a Dual Agent for me as the
(Firm Name)

25929 Lasalle Ct

Seller in the sale of the property at: Damascus, MD 20872-2022

Buyer in the purchase of a property listed for sale with the above-referenced broker.

DocuSigned by:

 Signature _____ Date _____ Signature _____ Date _____

Maria Del Carmen Baqueor-Earhardt

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

25929 Lasalle Ct, Damascus, MD 20872-2022

Property Address

Signature _____ Date _____ Signature _____ Date _____

The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature _____ Date _____ Signature _____ Date _____

Maria Del Carmen Baqueor-Earhardt



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 December 2, 2021 to the Contract of Sale between Buyer _____ and Seller Maria Del Carmen Baqueor-Earhardt for Property known as 25929 Lasalle Ct, Damascus, MD 20872-2022.

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 installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

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

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

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

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

OR

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



Buyer

ISP / MP

Seller

DS
MDCB



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

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

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

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

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

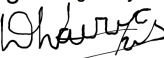
Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

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

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

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

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


 19468B391D68460...
 Buyer's Signature Date 12/28/2021

DocuSigned by:

 DFC9E14F2D7D44D...
 Buyer's Signature Date 12/28/2021

DocuSigned by:

 F498F31A1C8D4F4...
 Agent's Signature Date 12/28/2021

DocuSigned by:

 81359B414E5...
 Seller's Signature Date 12/5/2021
Maria Del Carmen Baqueor-Earhardt

Seller's Signature Date

DocuSigned by:

 2029FC33FA744AA...
 Agent's Signature Date 12/3/2021
Jim Schaecher

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 25929 Lasalle Ct, Damascus, MD 20872-2022

Legal Description:

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? _____

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

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# of 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 _____

Please indicate your actual knowledge with respect to the following:

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

Comments: _____

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

Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown

Type of Roof: _____ Age _____

Comments: _____

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

Comments: _____

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

Comments: _____

Any defects (structural or otherwise)? Yes No Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

Is the system in operating condition? Yes No Unknown

Comments: _____

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

Comments: _____

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

Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown

Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No

Are the smoke alarms over 10 years old? Yes No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply

When was the system last pumped? Date _____ Unknown

Comments: _____

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

Comments: _____

Home water treatment system: Yes No Unknown

Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Where? _____

Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Comments: _____

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

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

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

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

Seller(s) _____ Date _____

Maria Del Carmen Baqueor-Earhardt

Seller(s) _____ Date _____

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 _____ Date _____

Purchaser _____ Date _____



Montgomery County Jurisdictional Addendum to GCAAR Sales Contract (Required for Use with GCAAR Sales Contract)

The Contract of Sale dated December 2, 2021 between _____

(Buyer) and Maria Del Carmen Baqueor-Earhardt

(Seller) for the purchase of the real property located at
Address 25929 Lasalle Ct Unit # _____
City Damascus State MD Zip Code 20872-2022, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
Section _____ Subdivision/Project Name _____
Tax Account # _____ is hereby amended by the incorporation of this Addendum, which shall supersede
any provisions to the contrary in this Contract.

- 1. **MASTER PLAN DISCLOSURES:** A or B required; use A unless Property is in the City of Rockville corporate limits.
A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.

Buyer

Buyer

-OR-

- B. City of Rockville**

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer

Buyer

- 2. **PRIVATE WELL AND/OR SEPTIC:** The Property is on private well and/or septic. YES NO (If yes, GCAAR Private Water Supply System and/or Septic Inspection Addendum must be attached.)

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3. TRANSFER AND RECORDATION TAXES: (Select either A or B):

A. Buyer is NOT a First-Time Maryland Homebuyer. Section 14-104(b) of the Real Property Article of the 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 Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

B. Buyer is a First-Time Maryland Homebuyer.

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
 - (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; **OR**
 - (c) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will **NOT** occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
 - (a) 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 the Property is reduced from .50% to .25% and shall be paid by the Seller; **AND**
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

Buyer and Seller hereby **expressly agree** that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

4. **MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention 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). Detailed information regarding compliance requirements may be obtained at <http://www.mde.state.md.us/Lead>. 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 should be completed.
5. **MARYLAND NON-RESIDENT SELLER:** Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident 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 portion of Seller's proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.
6. **PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE:** Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when this Contract is executed, Seller has the right to rescind this Contract within 5 days of the latter of (a) Contract execution; or (b) the date all parties sign GCAAR Form "Statement About Tenancy" if the Contract includes a provision allowing Seller to occupy the Property after Settlement. Any provision in this Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void. **Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.**
7. **PROPERTY TAX NOTICE 60 DAY APPEAL:** If any real property is transferred to a new owner after January 1 and before the beginning of the next taxable year, 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 (Settlement Date).

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8. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER:

IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE. Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.


9. NOTICES TO BUYER:



- A. 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 Section 17-607 Business Occupations and Professions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.
- B. Buyer has the right to receive a Disclosure and Disclaimer Statement from Seller unless Seller is exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).
- C. Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.
- D. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$50,000 for any claim.
- E. 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.

10. RELEASE OF DEPOSIT: In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

11. DEPOSIT: Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), 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. Escrow Agent may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct Escrow Agent to place all deposit monies in: **(Check One)**

a non-interest-bearing account OR an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

DocuSigned by:

 Seller 81559AE9C15E495... 12/5/2021
 Date
Maria Del Carmen Baqueor-Earhardt
 Seller Date

DocuSigned by:

 Buyer 19468B391D68460... 12/28/2021
 Date
 DocuSigned by:

 Buyer DFC9F11F2D7D44D... 12/28/2021
 Date



Solar Panel Seller Disclosure/Resale Addendum

(For use with GCAAR Sales Contract and MR Residential Contract of Sale)

The Contract of Sale dated December 2, 2021 Address 25929 Lasalle Ct
 Unit # _____, City Damascus, State MD Zip: 20872-2022 between
 Seller Maria Del Carmen Baqueor-Earhardt and
 Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

NOTICE TO BUYER: The Property contains a solar panel system. It is the Buyer's sole responsibility to seek out and gather all pertinent information about the system installed on this Property. There are many variables from one solar panel system to another. Sources of information include, but are not limited to, the seller, the solar energy company that installed the system, the solar leasing company, and the local utility company to which the Property is connected.

PART I - SELLER DISCLOSURE

1. **SELLER NOTICE OF SOLAR PANEL INFORMATION:** Seller discloses that the Property contains a solar panel system (the "System") from the following solar energy company (the "Company"):

Company Name: TESLA Phone: 1-888-518-3752
 Address: 3500 Deer Creek RD PALO ALTO, CA 94304

- A. The Seller owns **OR** does not own the System.
 B. The System is **OR** is not subject to a Lease **OR** Loan **OR** Other _____
 from either the Company **OR** the following solar leasing company (the "Lease Company"):
 Lease Company Name: _____ Phone: _____
 Address: _____
 C. Potential Buyers are hereby advised that the present fee, if applicable, is \$ VARRIES per MONTH with
 outstanding balance at \$ 0.

2. **SOLAR PANEL SYSTEM DOCUMENTS:** Copies of any documentation pertaining to the System are attached: YES
 NO. Seller grants permission for the Company and/or Lease Company to disclose to the Buyer any documentation or
 information pertaining to the System.

DocuSigned by:

Maria Del Carmen Baqueor-Earhardt ^{12/5/2021}
 Seller 1559AE9C15E495... Date _____ Seller _____ Date _____
Maria Del Carmen Baqueor-Earhardt

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PART II - RESALE ADDENDUM

The Contract of Sale dated December 2, 2021, between Seller Maria Del Carmen Baqueor-Earhardt and Buyer _____ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **BUYER DUE DILIGENCE:** Buyer is advised that if the cost, insurability, operation, or value of the System is a material matter to Buyer, it must be investigated within the allotted timeframe as set forth below. This may include, but is not limited to, lease terms, maintenance, utility and lessor fees, and warranties.

2. **SOLAR PANEL CONTINGENCY:** Unless there are no obligations to assume, this Contract is contingent ("*Solar Panel Contingency*") on Buyer's ability to assume all obligations pertaining to the System with the Company and/or Lease Company.

A. **SELLER'S OPTION TO VOID CONTRACT:** Buyer shall Deliver by 6:00pm _____ Days after Date of Ratification ("*Solar Panel Deadline*") evidence of approval by Company and/or Lease Company of Buyer's assumption of obligations pertaining to the System ("*System Approval*").

Following the Solar Panel Deadline, but until Buyer Delivers the System Approval to Seller, the Solar Panel Contingency will continue **and Seller may Deliver Notice to Buyer declaring the Contract Void.**

Upon Delivery of the System Approval, Seller may no longer Deliver Notice declaring the Contract Void under the Solar Panel Contingency until the Settlement Date has passed.

B. **REMOVAL OF CONTINGENCY:** At any time prior to Seller Delivering Notice declaring the Contract Void, Buyer may remove this contingency by delivering to Seller evidence of Buyer's ability to assume all obligations pertaining to the System without System Approval by Company and/or Lease Company.

C. **SYSTEM REJECTION:** Buyer may Deliver Notice declaring the Contract Void if Buyer receives rejection for System Approval from Company and/or Lease Company and Delivers evidence of the rejection to Seller.

3. **ASSUMPTION OF SOLAR PANEL SYSTEM OBLIGATIONS:** Buyer hereby agrees to assume all obligations of the System from and after Settlement. Buyer shall not be responsible for any arrearages due from Seller to the Company and/or Lease Company. Proratable charges for System fees are to be adjusted to the Settlement Date. In no event shall Seller be obligated to proceed to Settlement should Company and/or Lease Company refuse to relieve Seller of Seller's existing contractual obligation to Company and/or Lease Company.

4. **BUYER LENDER:** If applicable, Buyer must disclose to Lender that Property contains a solar panel system.

5. **RIGHT TO CANCEL:** Notwithstanding the Solar Panel Contingency herein, Buyer shall have the right for a period of seven (7) days from the Date of Ratification to declare this Contract Void by Delivering Notice thereof to Seller.

DocuSigned by:
Maria Del Carmen Baqueor-Earhardt 12/5/2021
Seller _____ Date
81559AE9C15E495...
Maria Del Carmen Baqueor-Earhardt

Seller _____ Date

DocuSigned by:
Shawna
Buyer _____ Date
19468B391D68460...
12/28/2021

DocuSigned by:
Monali Patel
Buyer _____ Date
DFG9F41F2B7D44D...
12/28/2021