



New Home Addendum
For Use in Washington, DC & Montgomery County, Maryland
(Required for Use with MAR and Regional Contracts)

The Contract of Sale dated _____, Address 8506 Garfield Street
 City Bethesda, State MD Zip 20817-6702
 Lot: 9 Block/Square: 19 Subdivision: Huntington Terrace
 between Seller Mid-Atlantic Custom Builders, LLC. and
 Buyer _____ is

hereby amended by the incorporation of the following paragraphs, which shall supersede any provisions to the contrary in the Contract.

WHEREAS, the said contract form is used primarily for resale transactions; and

WHEREAS, the subject property of this contract is a new home;

NOW, THEREFORE, notwithstanding anything to the contrary in said contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. RESALE PROVISIONS DELETED: All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

2. CONSTRUCTION:

A. In the event that this Contract is contingent upon financing, Seller may elect to delay construction on subject property until said financing contingency is either (1) satisfied pursuant to the provisions of the financing contingency contained in the Contract of Sale (see Regional Contract Par. 10, MAR Contract Par. 10, or Montgomery County Jurisdictional Addendum Par. 12), or (2) removed by providing to Seller evidence that Buyer has sufficient funds available to complete settlement without obtaining said financing.

B. In the event that this Contract is contingent upon an appraisal, Seller may elect to delay construction on subject property until the appraisal contingency has been removed or satisfied pursuant to the provisions of said appraisal contingency.

C. Seller agrees to complete on the premises, a dwelling as described and set forth in the attached Exhibits, subject to the options and/or changes selected and paid for by Buyer. These options/changes will be specified on a separate attachment as Exhibits to this Contract.

D. The Seller reserves the right to make such changes or substitutions in the construction, materials and equipment, and to revise the plan, as Seller may deem necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and /or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be insubstantial conformance with the attached Exhibits.

E. It is further agreed that the location of the driveways, walkways and patios, the grading, planting and landscaping, including the disposition of existing trees and the control of water flow, the inclusion or exclusion of retaining walls and other site details are subject to change at the absolute discretion of the Seller depending upon site or job conditions encountered and/or permit requirements.

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3. STANDARD SELECTIONS AND OPTION EXTRAS: The Buyer may select options and/or upgrades for the home chosen, provided, however, that:

A. Option selections and allowances must be submitted in writing and delivered within 3 days from the date Seller provides written notice to Buyer to select said options. Seller shall give written notice of the costs of selected option/upgrades to Buyer as soon as they are calculated by Seller, and Buyer shall have three (3) business days after receipt of that information to advise Seller in writing as to what options are desired. Seller and Buyer may mutually extend said timeframe to determine choice and cost of options. Buyer may make interior decorating and color selections from Seller's standard selections provided that such selections are completed and delivered to Seller within the time frame designated herein. In the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete the home using Seller's standard selections.

If the parties cannot agree as to the choice and/or cost of options, then the home shall be constructed per the agreed upon plans and specifications attached and made a part of this Contract.

B. One Hundred percent (100 %) of the cost of any options agreed to by Buyer and Seller shall be paid for by Buyer in the form of cashier's check(s) or wire transferred funds at the time house construction begins or at the time of making the selection, if house is completed or under construction. This payment and any future payments for options are nonrefundable. The balance of such costs shall be due and payable at settlement. Buyer reserves the right to increase the sales price of the home to incorporate the actual cost of the options. In such case, the monies advanced to Seller prior to settlement for said options shall be credited to Buyer at settlement as additional deposit(s).

C. It is understood that this provision does not permit Buyer to select any standard construction option if construction has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.

D. Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes or additions shall be made in the construction of the dwelling, unless approved by Seller in writing and a nonrefundable change order fee of 20% is paid by Buyer.

4. DEPOSIT: (Maryland only) In the event Seller is holding the deposit, Seller may, in accordance with the provisions of Title 10, Subtitle3, Sections 10-301-10-303, of the Real Property Article of the Annotated Code of Maryland:

A. Deposit or hold the sum in an escrow account segregated from all other funds of the vendor or builder to assure the return of the sum to the purchaser in the event the purchaser becomes entitled to a return of the sum;

B. Obtain and maintain a corporate surety bond in the form and in the amounts set forth in §10-302, conditioned on the return of the sum to the purchaser in the event the purchaser becomes entitled to the return of the money; or

C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in the form and in the amounts set forth in §10-303.

5. SETTLEMENT AND CONTRACT PERFORMANCE DATES: The Seller provides the following estimated settlement and/or performance dates:

A. Settlement date _____.

B. 365 days from date of ratification (outside delivery date per paragraph 7 hereof) _____.

C. Other date(s) _____ for performance of _____.

NOTE: All estimated settlement and performance dates, if any, must be included in this paragraph.

6. NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES: Once the property is substantially completed, as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date . Both parties agree that the property shall be construed to have been substantially completed on the date the property has passed final governmental inspection, if required, and the Seller can offer Buyer occupancy. If, however, at Seller's sole discretion, items such as landscaping, exterior concrete, driveways, final grading, sod or seeding, and exterior painting cannot be completed by reason of weather conditions, settlement shall be consummated on the date so scheduled by Seller so long as temporary access to the property is provided to Seller. Seller agrees that such

uncompleted items shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to accept and cooperate in such temporary access and shall give Seller and Seller's agents and contractors' adequate access to the property to enable them to complete such work. Buyer acknowledges that Seller is not responsible for lawn care and Seller's obligation to complete seeding or sodding shall be deemed satisfied once the installation of those materials has been completed.

7. DELIVERY AND POSSESSION: Seller agrees to give possession at the time of settlement hereunder, provided Buyer has paid the full purchase price and complied with all the terms of this Contract. The inability of Seller to perform and/or make delivery hereunder because of any local, municipal, county, state or federal action, regulation, order or other government requirement shall not affect the validity and enforceability of this Contract and all of the time periods provided for herein for performance and/or delivery shall automatically be extended until relief from such actions permits Seller, in the reasonable course of business, to perform its obligations hereunder. However, Seller shall have the right to return Buyer's deposit and any payments made for options, and to declare this Contract null and void if, in Seller's sole discretion, it determines that such performance within 365 days from the date of acceptance hereof by Seller will not be possible due to matters beyond Seller's control as described in this paragraph. Seller shall not be liable to Buyer for any damages whatsoever by reason of delays in such performance. In the event that Seller has not notified Buyer of settlement as provided hereinabove within 365 days from the date of acceptance hereof by Seller, absent delays beyond Seller's control, Buyer shall have the option of declaring this Contract void and receiving a return of his deposit and any payments made for optional extras, and any interest earned thereon.

8. PRE-SETTLEMENT INSPECTION: for Montgomery County transactions, the Buyer has the right to inspect the property not less than twenty-four (24) hours, nor more than seventy-two (72) hours before settlement, unless the parties agree otherwise. **(The right to a pre-settlement inspection is guaranteed by Montgomery County law.)** In the District of Columbia the Buyer may inspect the property not less than five (5) days before settlement unless the parties agree otherwise. Buyer may be accompanied by an agent representing Buyer and Seller, or Seller's authorized representative (collectively "Seller") may also attend the inspection. At the time of such inspection, Buyer and Seller shall make a written list of items not yet completed or not in compliance with new home construction standards generally applicable in the Washington, D.C. metropolitan area (the "punchlist"), and Seller shall execute the punchlist, which shall constitute Seller's agreement to complete all items on the punchlist as soon as may be reasonably practicable prior to settlement.

In the event that any such items are not completed prior to settlement, Seller agrees to complete all remaining items on the punchlist in a reasonable timeframe following settlement, and Buyer agrees to provide Seller and Seller's agents and contractors adequate access to the property to enable them to complete such work. Notwithstanding the fact that items may appear on the punchlist, Buyer shall make full settlement as provided in paragraph 6 above, and Seller shall not be required to escrow any funds at the time of settlement for punchlist items.

9. WARRANTIES: Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws.

Montgomery County, Maryland (only)

A. NOTICE TO BUYER: Montgomery County law does not require a builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder promised any other bond, insurance or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here:

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE IMMEDIATELY PRECEDING NOTICE.

BUYER Date BUYER Date

A builder is required to give a written warranty that provides coverage, at least, consistent with the parameters established by Section 31C of the Montgomery County Code. A sample of said warranty, the provisions of which are made a part of this contract, is attached hereto, and the original of same shall be delivered to Buyer at Settlement.

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B. The following localities have opted out of the County requirement and, as such, follow the State Regulations (Real Property Article §10-601 - 610, MD Code Annotated): Chevy Chase Village, Town of Chevy Chase, Town of Garrett Park, Town of Poolesville, or the Town of Washington Grove. These state laws require a builder/seller to disclose to Buyer whether or not the builder participates in a qualified new home Warranty Security Plan.

Choose One of the Following as Applicable:

- 1) Builder participates in a New Home Warranty Security Plan and will provide Buyer with a New Home Warranty which meets the requirements of Maryland law (GCAAR Forms # 1603 & 1603A are attached hereto and made a part hereof).
- 2) Builder participates in a New Home Warranty Security Plan and will NOT provide Buyer with a New Home Warranty but has offered to the Buyer, at the Buyer's option and expense, the opportunity to obtain a New Home Warranty (GCAAR Forms # 1603 & 1606 are attached hereto and made a part hereof).
- 3) Builder does NOT participate in a New Home Warranty Security Plan (GCAAR Form #1604 is attached hereto and made apart hereof).

Washington, DC (only)

C. District of Columbia law does not require builders to provide any express written warranty.
Seller is is not (check one) providing a New Home Warranty to Buyer.

If Seller is providing a New Home Warranty, a sample of said Warranty is attached, and the original of same shall be delivered to Buyer at settlement.

Montgomery County, Maryland and Washington, DC

D. Except as otherwise provided by law, or as agreed to herein, Seller makes no warranty as to items not of Seller's manufacture, including, but not limited to: any water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission; Seller agrees to provide Buyer the manufacturers' warranties, if any, without recourse.

10. UNSOLD UNIT AND PROMOTIONAL DISPLAYS: In the event that the subject property is part of a new homes subdivision of Seller, until such time as all of the dwelling units in Seller's subdivision are sold, Seller reserves the right to make such use of unsold dwelling units, the common elements, street and the main entrance of the project as is necessary for its sale and construction program. Buyer recognizes and acknowledges that in order to accomplish Seller's construction program, trucks, construction equipment, personnel, noise and other inconveniences attendant thereto may be present. Buyer agrees not to obstruct or impede any such construction or sales activities. Such use by Seller, however, shall not unreasonably interfere with Buyer's use of his property. It is agreed that all furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the model houses and model house area are for exhibition purposes only and are not included in the purchase price unless otherwise expressly provided herein.

11. ACCESS: In order to comply with insurance requirements and to assure the safety of Buyer and Seller's personnel, BUYER WILL NOT HAVE ACCESS OR ENTRY TO THE IMPROVEMENTS OR THE CONSTRUCTION SITE DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT THE IMPROVEMENTS OR THE CONSTRUCTION SITE PRIOR TO THE SETTLEMENT OF THIS CONTRACT without the express written authorization of Seller. Should the Buyer enter the improvements and/or construction site at any time, in violation of this Paragraph, the Buyer acknowledges that such will be an act of trespass. The buyer further acknowledges that the Seller assumes no liability or responsibility for any injury suffered by Buyer or his guests or invitees while visiting the said dwelling unit or construction site, and Buyer hereby agrees to indemnify Seller against the same.

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12. ORAL STATEMENTS: Oral statements or promises often cause serious disputes between Sellers and Buyers of new homes. This section of the Contract attempts to alleviate potential problems. Unless oral statements or promises are included in this Contract, they may not be enforceable under law. By including the terms below, Buyer and Seller are making them a part of this Contract. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. The following oral statements or promises have been made by Seller, Seller's agent or Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Contract:

If the above section is left blank, the parties agree that this shall mean that no oral promises or statements have been relied upon in connection with this Contract.

13. BUYER ACKNOWLEDGEMENT: The Buyer acknowledges that, as the purchaser of newly constructed property, there are a number of legal issues/requirements they should be aware of (including but not limited to: building/construction code, licensure requirements for builders and/or contractors, the permitting process and regulations, applicable zoning restrictions and requirements). The Buyer is advised to consult the appropriate governmental office for the jurisdiction(s) in which the property is located and/or obtain legal counsel regarding such matters.

14. ATTACHMENTS: The following Schedules are attached hereto and are made a part of this contract:

- New Home Warranty Disclosures and Warranty (as provided in Par. 9 hereof)
- Site Plan
- Floor Plan
- Standard Features
- Schedule A - Option Selections
- Schedule B - Specifications
- Other _____
- Other _____

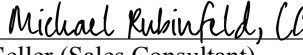

15. PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS: A real property tax credit for this property may be available to the Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code 52-18U(a). The types of improvements for which credits are available are any of the following permanent modifications to a residence:

- A no-step front door entrance with a threshold that does not exceed 1/2 inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;
- An installed ramp creating a no-step entrance;
- An interior doorway that provides a 32-inch wide or wider clearing opening;
- An exterior doorway that provides a 36-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;
- Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;

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- Maneuvering space of at least 30 inches by 48 inches in a bathroom or kitchen so that a person using a mobility aid may enter the room, open and close the door, and operate each fixture or appliance;
- An exterior or interior elevator or lift or stair glide unit;
- An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or
- An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensory disability.
- Level I Accessibility Standard - means a permanent addition to a single family residence that include at least one no step entrance located at any entry door to the house that is connected to an accessible route to a place to visit on the entry level, a useable powder room or bathroom, and a 32 inch nominal clear width interior door as further defined and described in Section 52 - 18U of the County Code;
- Level II Accessibility Standard - means permanent additions to a single family residence that provide all of the Level I Accessibility Standards plus an accessible circulation path that connects the accessible entrance to an accessible kitchen, a full bath, and at least one accessible bedroom as further defined in Section 52-18U of the County Code.

Amount of Credit Estimated for the Proposed Checked Improvements \$ _____ .

DocuSigned by:
  10/1/2019
 Seller (Sales Consultant) _____ Date _____ Buyer _____ Date _____
Mid-Atlantic Custom Builders, LLC.

 Seller (Sales Consultant) _____ Date _____ Buyer _____ Date _____

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New Home Disclosure Addendum
(Must Use with GCAAR Form # 1603A or 1606)

Special provisions attached to and hereby made a part of the Contract dated _____
on Lot 9, Block 19, Subdivision Huntington Terrace,
located in Montgomery County, Maryland between
(Buyers) _____ and
(Sellers) Mid-Atlantic Custom Builders, LLC.

Notice to purchaser by builder participating in a new home warranty plan or electing to allow purchaser the option of participating in a new home warranty security plan.

Your new home will be covered by a new home warranty that meets the minimum requirements established under title 10, subtitle 6 of the real property article of the annotated code of Maryland. Before you sign this contract, your builder is required to give you a copy of the warranty coverage you will receive.

The name of the new home warranty security plan in which your builder is currently a participant is
RWC, Inc.

You are strongly encouraged to call the new home warranty security plan at _____
to verify (1) that your builder is in good standing with this company, and (2) that your new home will be covered by a warranty from this company.

If the builder is not a participant in good standing with this company on the date of this contract, or if the new home has not been registered in the plan on or before the warranty date, then it is a material breach of the contract and you are entitled to whatever remedies are provided by law including, but not limited to, rescission or cancellation of this contract and, except in the case of a construction contract for a new home built on your own property, are fund of any money paid the builder for your new home.

On that day that you first occupy the new home, settle on the new home, make the financial payment to the builder on your new home, or obtain an occupancy permit for a new home if the new home is built on your own property, whichever is earlier, you will be provided with evidence that a new home warranty exists for your new home and that coverage begins on that date. You will be provided with a signed new home warranty within sixty (60) days from the date the coverage begins.

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The terms used in this notice shall have the same meanings as provided in title 10, subtitle 6 of the real property article of the annotated code of Maryland.

The buyer has read and understands the above disclosure.

Signature of Homebuyer

Date

DocuSigned by:
Michael Rubinfeld, CR
 Seller Builder
Mid-Atlantic Custom Builders, LLC.

Purchaser Owner

Seller Builder

Purchaser Owner

10/1/2019

Date

Date

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NEW HOME DISCLOSURE ADDENDUM (Must Use with GCAAR Form # 1603)

Builder Participates in a New Home Warranty Security Plan
and Must Provide Buyer/Owner with a New Home Warranty.

Special provisions attached to and hereby made a part of the Contract dated _____
on Lot 9, Block 19, Subdivision Huntington Terrace,
located in Montgomery County, Maryland between
(Buyers) _____ and
(Sellers) Mid-Atlantic Custom Builders, LLC.

Maryland law requires a builder who participates in a new home warranty security plan to make the following disclosure as part of the contract for sale or construction of a new home:

I am a builder who participates in a Maryland approved new home warranty security plan, and under the terms of that plan, I am required to provide the buyer with a new home warranty which meets the requirements of Maryland law.

I am a participant, in good standing, with the following plan:

RWC, Inc.

Name of New Home Warranty Security Plan _____ Phone _____
Please see attached RWC, Inc. Warranty

The home located at the following address is eligible for and will be enrolled with the new home warranty security plan:

The plan provides the following coverage:

Minimum warranty coverage--

- One year--free from any defects in materials and workmanship.
- Two years--free from any defect in the electrical, plumbing, heating, cooling and ventilating systems except that the following appliances, fixtures and items of equipment are only covered for the length and scope of warranty offered by the manufacturer:

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Item **Length of Warranty**

Five years--free from any structural defects. Other express warranties provided:

Items excluded under this plan:

1. Damage to real property that is not part of the home covered by the warranty or that is not included in the purchase price.
2. Bodily injury or damage to personal property.
3. Any defect in material supplied or work performed by anyone other than the builder or the builder's employees, agents, or subcontractors.
4. Any damage that the owner has not taken timely action to minimize or for which the owner has failed to provide timely notice to the builder.
5. Normal wear and tear or normal deterioration.
6. Insect damage, except where the builder has failed to use proper materials or construction methods designed to prevent insect infestation.
7. Any loss or damage that arises while the home is being used primarily for nonresidential purposes.
8. Any damage to the extent it is caused or made worse by negligence, improper maintenance, or improper operations by any one other than the builder or the builder's employees, agents, or subcontractors.
9. Any damage to the extent it is caused or made worse by changes in grading or the ground by anyone other than the builder, the builder's employees, agents, or subcontractors.
10. Any loss or damage caused by acts of god.

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I must provide a copy of the warranty plan to the buyer at the time of the contract for sale or construction of the new home. To the extent that the warranty documents provide lesser protection to the buyer than state law, state law prevails.

The buyer has read and understands the above disclosure.

Signature of Homebuyer Date

DocuSigned by:

 Seller Builder
Mid-Atlantic Custom Builders, LLC.

 Purchaser Owner

 Seller Builder

 Purchaser Owner

10/1/2019

Date

Date

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Inclusions/Exclusions Disclosure and Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 8506 Garfield Street, Bethesda, MD 20817-6702

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES

- _____ Stove/Range
- _____ Cooktop
- _____ Wall Oven
- _____ Microwave
- _____ Refrigerator
- _____ w/ Ice Maker
- _____ Wine Refrigerator
- _____ Dishwasher
- _____ Disposer
- _____ Separate Ice Maker
- _____ Separate Freezer
- _____ Trash Compactor

ELECTRONICS

- _____ Alarm System
- _____ Intercom
- _____ Satellite Dishes

RECREATION

- _____ Hot Tub/Spa, Equipment, & Cover
- _____ Pool Equipment & Cover
- _____ Sauna
- _____ Playground Equipment

LIVING AREAS

- _____ Fireplace Screen/Door
- _____ Gas Log
- _____ Ceiling Fans
- _____ Window Fans
- _____ Window Treatments

OTHER

- _____ Storage Shed
- _____ Garage Door Opener
- _____ Garage Door Remote/Fob
- _____ Back-up Generator
- _____ Radon Remediation System
- _____ Solar Panels

LAUNDRY

- _____ Washer
- _____ Dryer

WATER/HVAC

- _____ Water Softener/Conditioner
- _____ Electronic Air Filter
- _____ Furnace Humidifier
- _____ Window A/C Units

EXCLUSIONS: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

DocuSigned by: Michael Rubinfield, CO 10/1/2019
 Seller: Mid-Atlantic Custom Builders, LLC. Date _____ Seller _____ Date _____

ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated _____ between Seller Mid-Atlantic Custom Builders, LLC. and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____
Mid-Atlantic Custom Builders, LLC.

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date _____



Regulations, Easements and Assessments (REA) Disclosure and Addendum

(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated _____, Address 8506 Garfield Street
 City Bethesda, State MD Zip 20817-6702 between
 Seller Mid-Atlantic Custom Builders, LLC. and
 Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and websites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),
8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.
Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? Yes No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: New Home.
2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? Yes No. If yes, Seller shall indicate month and year of initial offering: _____. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
4. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <http://www.montgomerycountymd.gov/green/air/radon.html> for details) **A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

Is Seller exempt from the Radon Test disclosure? Yes No. If yes, reason for exemption: _____.

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Exemptions:

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

If not exempt above, a copy of the radon test result is attached Yes No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

5. AVAILABILITY OF WATER AND SEWER SERVICE:

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 maybe filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit waterworks@montgomerycountymd.gov.

A. **Water: Is the Property connected to public water?** Yes No
If no, has it been approved for connection to public water? Yes No Do not know
If not connected, the source of potable water, if any, for the Property is: _____

B. **Sewer: Is the Property connected to public sewer system?** Yes No
If no, answer the following questions:
 1. **Has it been approved for connection to public sewer?** Yes No Do not know
 2. **Has an individual sewage disposal system been constructed on Property?** Yes No
Has one been approved for construction? Yes No
Has one been disapproved for construction Yes No Do not know
If no, explain: _____

C. **Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known)** _____ **. This category affects the availability of water and sewer service as follows (if known)** _____

D. **Recommendations and Pending Amendments (if known):**
 1. **The applicable master plan contains the following recommendations regarding water and sewer service to the Property:** _____
 2. **The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property:** _____

E. **Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.**

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer

Date

Buyer

Date

6. **CITY OF TAKOMA PARK:** If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.

7. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or Other (ie: Homeowners Association/Civic Association WITHOUT dues):

N/A

8. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us Does the Property contain an UNUSED underground storage tank? Yes No Unknown. If yes, explain when, where and how it was abandoned:

9. **DEFERRED WATER AND SEWER ASSESSMENT:**

A. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charged for which the buyer may become liable which do not appear on the attached property tax bills? Yes No

If yes, EITHER the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ **Approx. \$652 a yr**, OR Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR a local jurisdiction has adopted a plan to benefit the property in the future.

for 30 years

B. **Private Utility Company:**

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? Yes No. If yes, complete the following:

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ _____ payable annually in _____ (month) until _____ (date) to _____ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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

(1) Prior to Settlement, the Buyer shall have the right to rescind the contract and to receive a full refund of all deposits paid on account of the contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section

(2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

10. SPECIAL PROTECTION AREAS (SPA):

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.shtm> for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: spa@mncppc-mc.org , or call 301-495-4540.

Is this Property located in an area designated as a Special Protection Area? Yes No.

If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.

Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
 - (1) a land use plan;
 - (2) the Comprehensive Water Supply and Sewer System Plan;
 - (3) a watershed plan; or
 - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

Buyer

Buyer

11. PROPERTY TAXES: Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

A. Current Tax Bill: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at www.montgomerycountymd.gov/apps/tax.

B. Estimated Property Tax & Non-Tax Charges: IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax.

_____/_____
Buyer's Initials **Buyer acknowledges receipt of both tax disclosures.**

12. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607> . Seller shall choose one of the following:

The Property is located in an EXISTING Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf/.

OR

The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ _____ each year. A map reflecting Proposed Development Districts can be obtained at https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf.

OR

The Property is not located in an existing or proposed Development District.

13. TAX BENEFIT PROGRAMS:

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

- A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? Yes No. If yes, taxes assessed shall be paid by the Buyer OR the Seller.
- B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes? Yes No. If yes, taxes assessed as a result of the transfer shall be paid by the Buyer OR the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program? Yes No. If yes, explain: _____.

14. RECORDED SUBDIVISION PLAT:

Plats are available at the [MNCPPC](#) or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtm or at www.plats.net. Buyers shall check **ONE** of the following:

_____/_____
Buyer's Initials

A. **Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

B. **Resale/Acknowledged Receipt:** If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

C. **Resale/Waived Receipt:** For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

15. **AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property is is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmaps.org/notification/agricultural_lands.aspx.

16. **NOTICE CONCERNING CONSERVATION EASEMENTS:** This Property is is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtm for easement locator map.

17. **GROUND RENT:**

This Property is is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.

18. **HISTORIC PRESERVATION:**

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtm>, to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance

Has the Property been designated as an historic site in the master plan for historic preservation? Yes No.

Is the Property located in an area designated as an historic district in that plan? Yes No.

Is the Property listed as an historic resource on the County location atlas of historic sites? Yes No.

Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

Buyer

Buyer

19. **MARYLAND FOREST CONSERVATION LAWS:**

A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the Forest Conservation Law. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the Countywide Environmental Planning Division of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.

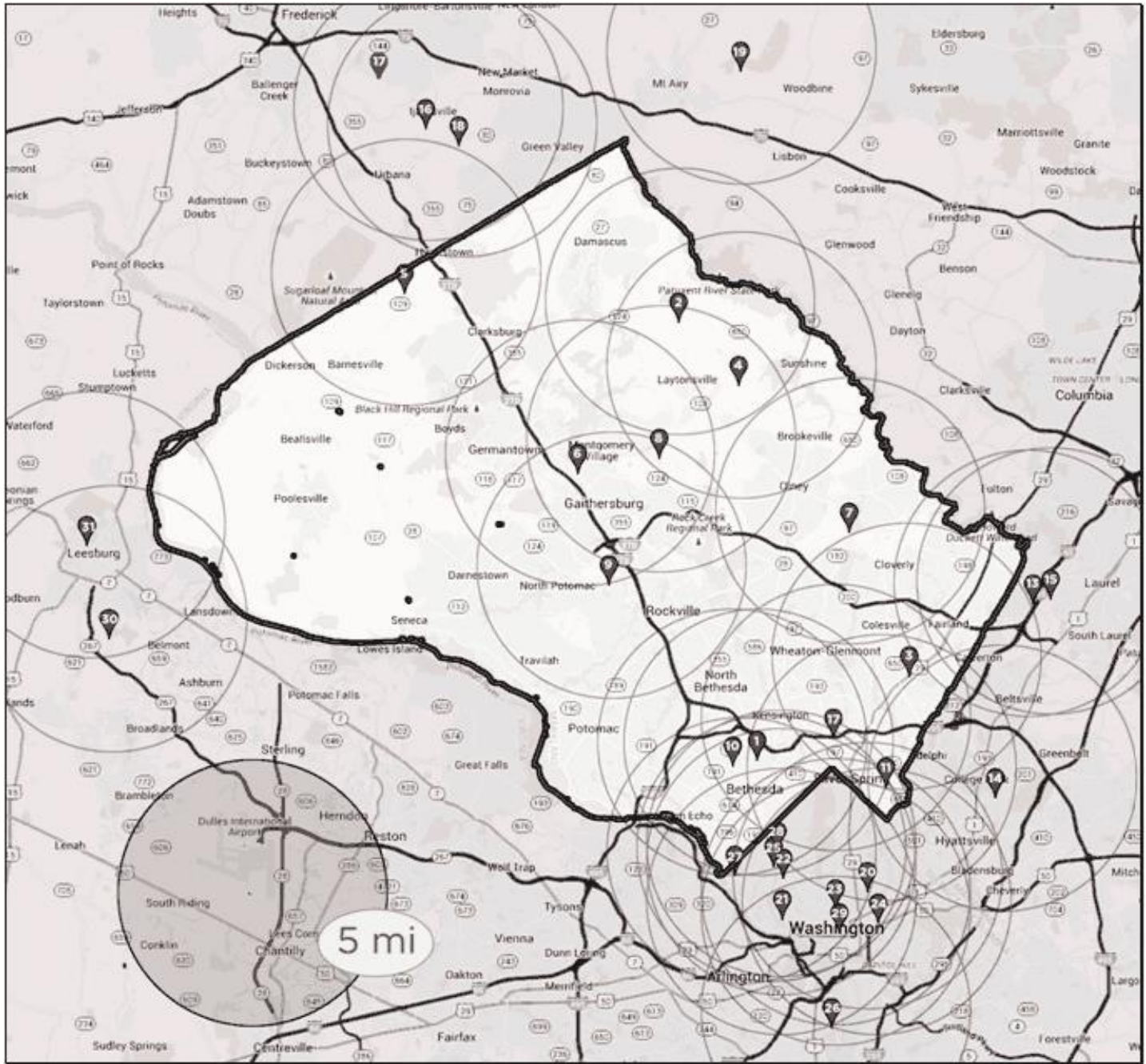
B. **Forest Conservation Easements:** Seller represents and warrants that the Property is is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: http://www.faa.gov/airports/airport_safety/airportdata_5010.

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MONTGOMERY COUNTY

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889 2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879 3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904 4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882 5. Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842 6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879 | <ol style="list-style-type: none"> 7. Maryland State Police Heliport, 7915 Montrose Road, Rockville, MD 20854 8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879 9. Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850 10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814 11. Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912 12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910 13. Holy Cross Germantown, 19801 Observation Dr, Germantown, MD 20876 |
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PRINCE GEORGE'S COUNTY

- 14. **Citizens Bank Helipad**, 14401 Sweitzer Lane, Laurel, MD 20707
- 15. **College Park**, 1909 Cpl Frank Scott Drive, College Park, MD 20740
- 16. **The Greater Laurel Beltsville Hospital**, 7100 Contee Road, Laurel, MD 20707

FREDERICK COUNTY

- 17. **Faux-Burhams Airport**, 9401 Ball Road, Ijamsville, MD 21754
- 18. **Ijamsville Airport**, 9701C. Reichs Ford Road, Ijamsville, MD 21754
- 19. **Stol-Crest Airfield**, 3851 Price's Distillery Road, Urbana, MD 21754

CARROLL COUNTY

- 20. **Walters Airport**, 7017 Watersville Road, Mt. Airy, MD 21771

DISTRICT OF COLUMBIA

- 21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032
- 22. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
- 23. **Washington Hospital Center**, 110 Irving Street, NW, 20010
- 24. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007

- 25. **Metropolitan Police**, Dist.2, 3320 Idaho Avenue, NW, 20007
- 26. **Metropolitan Police**, Dist.3, 1620 V Street, NW, 20007
- 27. **Metropolitan Police**, Dist.5, 1805 Bladensburg Road, NE, 20002
- 28. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
- 29. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
- 30. **Police Harbor Patrol Branch**, Water St, SW, 20024
- 31. **Steuart Office Pad**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. **Former Washington Post Building**, 1150 15th Street, NW, 20017

VIRGINIA

- 33. **Ronald Reagan Washington National Airport**, Arlington County 20001
- 34. **Leesburg Executive**, 1001 Sycolin Road, Leesburg, 22075
- 35. **Loudoun Hospital Center**, 224 Cornwall, NW, Leesburg, 22075
- 36. **Dulles International Airport**, 1 Saarinen Cir, Dulles, VA 20166

21. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:
<http://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months? Yes No If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use **GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

DocuSigned by:

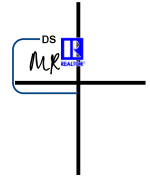
 Seller  10/1/2019
 564E902ECD354E1... Date
Mid-Atlantic Custom Builders, LLC.

Buyer _____ Date

Seller _____ Date

Buyer _____ Date

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Agent 360**8506 Garfield St, Bethesda, MD 20817-6702****Unincorporated****Tax ID 160700514051****Public Records****Summary Information**

Owner:	Mid-Atlantic Custom Builders Llc	Property Class:	Residential
Owner Address:	11611 Old Georgetown Rd	Annual Tax:	\$8,531
Owner City State:	ROCKVILLE MD	Record Date:	04/12/19
Owner Zip+4:	20852	Sale Amount:	\$765,000
Owner Occupied:	Yes	Book:	57435
Company Owner:	MID-ATLANTIC CUSTOM BUILDERS LLC	Page:	387
		Tax Record Updated:	09/19/19

Geographic Information

County:	Montgomery, MD	Lot:	9
Municipality:	Unincorporated	Qual Code:	ABOVE AVERA
High Sch Dist:	Montgomery County Public Schools	Sub District:	7
Tax ID:	160700514051	Legal Subdivision:	HUNTINGTON TERRACE
Tax Map:	HN13		
Tax ID Alt:	160700514051		
Block:	19		
City Council Dist:	7		

Assessment & Tax Information

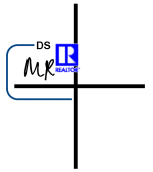
Tax Year:	2019	Annual Tax (Est):	\$8,531	Taxable Total Asmt:	\$739,567
County Tax (Est):	\$8,042	Taxable Land Asmt:	\$595,200	Special Tax:	\$104
Asmt As Of:	2019	Taxable Bldg Asmt:	\$167,500	Refuse Fee:	\$385
		State/County Tax:	\$8,042		
				Class Code:	38

Lot Characteristics

Sq Ft:	9,000	Zoning:	R60
Acres:	0.2070	Zoning Desc:	RESIDENTIAL, ONE-FAMILY

Building Characteristics

Residential Type:	Standard Unit	Full Baths:	1	Basement Type:	Yes (Type Unknown)
Stories:	1.50	Total Baths:	1.5	Sewer:	Public
Total Units:	1	Exterior:	Brick/Stone	Year Built:	1936
Abv Grd Fin SQFT:	1,224	Dormer #:	29	Total Below Grade	816
Model:	Standard Unit	Stories Desc:	1.5	SQFT:	
Part Baths:	1	Roof:	Slate		
Fireplace Total:	1	Fireplace:	Yes		
Porch Type:	Enclosed	Fireplace Type:	FRAM		
Cooling:	Combined System	Porch/Deck SQFT:	128		
		Heat Delivery:	Forced Air		

Property Class R
Code:Sec 1 Construction:
Sec 2 Construction:Sec 1 Area: 128
Sec 2 Area: 1224Sec 1 Story Type:
Sec 2 Story Type: 1.5B

Codes & Descriptions

Land Use: 011 Residential
County Legal Desc: HUNTINGTON TERRACE

MLS History

MLS Number	Category	Status	Status Date	Price
MDMC380704	RES	Closed	08/30/01	\$445,000

Tax History

Year	Annual Tax Amounts			Annual Assessment						
	County	Municipal	School	Annual	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asmt
2019	\$8,042			\$8,531	\$595,200	\$167,500	\$739,567			
2018	\$8,042			\$8,531	\$566,800	\$161,200	\$728,000			
2017				\$8,307	\$492,900	\$165,500	\$704,800			
2016					\$492,900	\$165,500	\$681,600			
2015					\$492,900	\$165,500	\$658,400			

Sale & Mortgage

Record Date: 04/12/2019 Book: 57435
 Settle Date: Page: 387
 Sales Amt: \$765,000 Doc Num:
 Sale Remarks:
 Owner Names: MID-ATLANTIC CUSTOM BUILDERS
 LLC

Mort Rec Date: 04/12/2019 Lender Name:
 Mort Date: 04/03/2019 Term: 0
 Mort Amt: \$9,000,000 Due Date:
 Remarks: Conv

Record Date: 01/07/2004 Book: 26431
 Settle Date: Page: 555
 Sales Amt: Doc Num:
 Sale Remarks:
 Owner Names: PERRY DEBORAH A TRUSTEE

Record Date: 09/13/2001 Book: 0
 Settle Date: Page: 0
 Sales Amt: \$445,000 Doc Num:
 Sale Remarks:
 Owner Names: PERRY, DEBORAH A

Record Date: 11/17/1969 Book: 0
 Settle Date: Page: 0
 Sales Amt: \$34,000 Doc Num:
 Sale Remarks:
 Owner Names: JULIA C LARSON

History

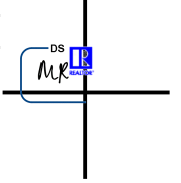
8506 Garfield St, Bethesda, MD 20817

Property History

Source	Category	Status	Date	Price	Owner
Public Records		Record Date	04/12/2019	\$765,000	MID-ATLANTIC CUSTOM BUILDERS LLC
Public Records		Record Date	01/07/2004	\$	PERRY DEBORAH A TRUSTEE
Public Records		Record Date	09/13/2001	\$445,000	PERRY, DEBORAH A
Public Records		Record Date	11/17/1969	\$34,000	JULIA C LARSON

MLS History Details

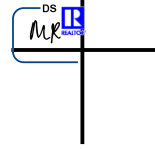
Listing Info	Change Type	Change Date	Price
MLS#: MDMC380704	Closed	09/04/01	
Prop. Type: Residential	Pending	07/05/01	
DOM / CDOM: 7 / 7	New Listing	06/29/01	\$439,500
Listing Office: Coldwell Banker Realty Pros, Ltd.			



The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

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PLAT No. 673

MARYLAND NOTARIAL CAPACITY, PLANNING & ZONING COMMISSION
 APPROVED: Apr. 24, 1936
Joseph N. Starker
 CIVIL ENGINEER
 MONTGOMERY COUNTY RECORD FILE # 1936-22

WASHINGTON SUBURBAN SANITARY DISTRICT
 APPROVED: APR. 27, 1936
 AUTO SUBMITTAL FOR WATER INSPECTION
Joseph N. Starker
 CIVIL ENGINEER

ENGINEER'S CERTIFICATION

I, Joseph N. Starker, hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the lands conveyed by Huntington Terrace Corporation to Wagonman and Brown, incorporated, by deed March 17th, 1936 and recorded in Liber of Deeds in this subdivision are Lots 1, 2, 3 and part of Lot 3, Block 11, all of Block 12, Block 14, Lots 1, 4 and 24 of Lot 3 and Block 13, Lot 1 and part of Lot 2, Block 18, all of parts of Lots 3 and 4, Block 17, Lots 1, 2, 5 and 6, Block 19, all of Block 20, all of Block 21, and Lots 1, 2, 3 and part of Lot 4, Block 22, as shown on plan of Huntington Terrace recorded in Plat Book No. 2, Plat No. 131, of the land records of Montgomery County, Maryland; and that stakes marked thus * and iron pipes marked thus * have been placed as shown.

APRIL 24, 1936
Joseph N. Starker
 CIVIL ENGINEER

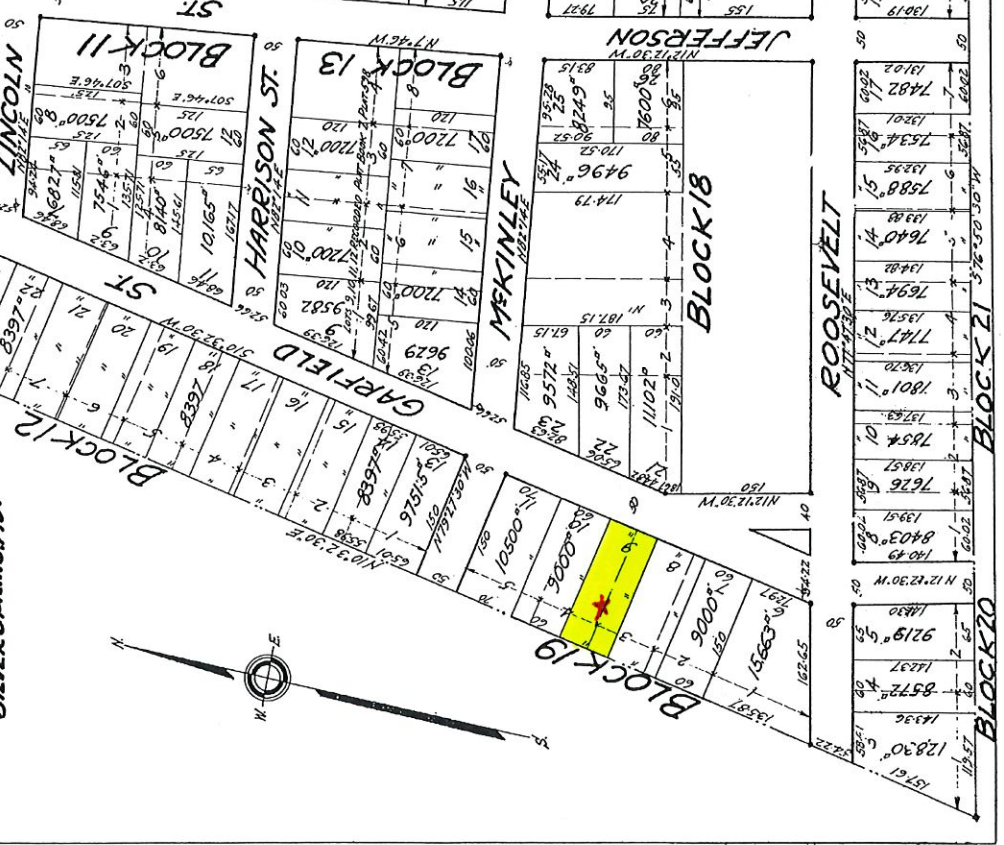
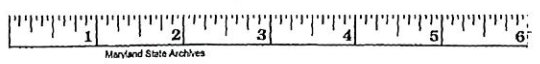
OWNERS DEDICATION

We, Wagonman & Brown, Incorporated, a corporation under the laws of the State of Delaware, being owners of the property described in the Engineer's Certificate and the plan of subdivision shown hereon, do hereby dedicate the minimum building restriction lines: There are no suits at law, leases, liens or trusts on the property included in this plan of subdivision.

WAGONMAN & BROWN, INCORPORATED
 BY: *John E. Brown*
 JOHN E. BROWN, PRESIDENT
 ATTEST: *John E. Brown*
 JOHN E. BROWN, SECRETARY

APRIL 24, 1936
 DATE

SUBDIVISION OF BLOCKS 12, 19, 20 AND 21 AND PARTS OF BLOCKS 11, 13, 14, 17, 18 AND 22 HUNTINGTON TERRACE MONTGOMERY COUNTY MARYLAND.
 APRIL 1936 SCALE 1"=100'
 JOSEPH N. STARKER
 CIVIL ENGINEER
 SILVER SPRING, MD.



FILED
MAY 21 1936



Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 8506 Garfield Street, Bethesda, MD 20817-6702

There are parts of the property that still exist that were built prior to 1978 OR No parts of the property were built prior to 1978 OR Construction dates are unknown. If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.

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

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

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

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Seller:

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

Seller has no reports or records pertaining to lead - based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

(C) _____ / _____ Buyer has read the Lead Warning Statement above.

(D) _____ / _____ Buyer has read Paragraph B and acknowledges receipt of copies of any information listed therein, if any.

(E) _____ / _____ Buyer has received the pamphlet Protect Your Family From Lead in Your Home (required).

(F) _____ / _____ Buyer has (check one below):

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

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

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G) JS^{ds} Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DocuSigned by: Michael Rubinfeld, CO 10/1/2019
Seller _____ Date
564E902ECD354E1...
Mid-Atlantic Custom Builders, LLC.

Buyer _____ Date

Seller _____ Date

Buyer _____ Date

DocuSigned by: Jeremy Lichtenstein 10/1/2019
Agent for Seller, if any _____ Date
87BD7EE8304043B...
Jeremy Lichtenstein

Agent for Buyer, if any _____ Date

GCAAR # 907A: Federal Lead Paint Sales Disclosure -MC & DC 2016, The Greater Capital Area Association of REALTORS®, Inc. 2/2016
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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

8506 Garfield Street

Property Address: Bethesda, MD 20817-6702


MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 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/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND
The Property _____ / _____ is or  / _____ is **not** registered in the Maryland Program (**Seller to initial applicable line**).


2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

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

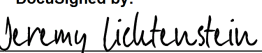
If such event has occurred, Seller (**Seller to initial applicable line**) _____ / _____ will; OR  / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (**BUYER**)

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

DocuSigned by:
 10/1/2019
Seller _____ **Date** _____ **Buyer** _____ **Date** _____
Mid-Atlantic Custom Builders, LLC.

Seller _____ **Date** _____ **Buyer** _____ **Date** _____

DocuSigned by:
 10/1/2019
Seller's Agent _____ **Date** _____ **Buyer's Agent** _____ **Date** _____
Jeremy Lichtenstein

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

Dual Agents

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

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

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

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

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

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

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that **RE/MAX Realty Services** (firm name) and **Jeremy Lichtenstein** (salesperson) are working as:

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

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

DocuSigned by:  10/1/2019
Signature (Date) Signature (Date)

Mid-Atlantic Custom Builders, LLC.

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

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



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's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. 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

RE/MAX Realty Services act as a Dual Agent for me as the
(Firm Name)

8506 Garfield Street

Seller in the sale of the property at: **Bethesda, MD 20817-6702**

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

<small>DocuSigned by:</small> <i>Michael Rubinfeld, (C)</i>	10/1/2019		
Signature	Date	Signature	Date

Mid-Atlantic Custom Builders, LLC.

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

8506 Garfield Street, Bethesda, MD 20817-6702

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
-----------	------	-----------	------

Mid-Atlantic Custom Builders, LLC.



Seller & Buyer's Tender of Performance

This Contract of Sale dated _____, Address 8506 Garfield Street
City Bethesda, State MD, Zip 20817
between Seller Mid-Atlantic Customer Builders, LLC and Buyer _____
And _____ is hereby amended by the incorporation of the
Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **Seller's Tender of Performance.** At each Settlement, Seller's delivery of each of the following items to Settlement Agent's office shall be deemed to be good and sufficient tender of performance ("**Seller's Tender of Performance**") with respect to Settlement under this Contract (collectively, the "**Seller's Settlement Items**"):
 - (a) A fully executed, original special warranty deed, in the appropriate form (the "**Deeds**"), which either conveys fee simple title to the Lot that is the subject of such Settlement from Seller to Buyer.
 - (b) A fully executed, original FIRPTA Non-Foreign Person certification, in the form provided by Settlement Agent and reasonably acceptable to Seller; (a "**FIRPTA Certification**").
 - (c) A HUD-1 Settlement Statement (the "**HUD-1**"), prepared by the Settlement Agent (reflecting proceeds and disbursements for both Seller and Buyer) as approved and executed by Seller ("**Seller's Approved HUD-1**").
 - (d) Seller's Settlement instruction letter to the Settlement Agent containing wiring instructions to Seller's Bank and other information concerning Settlement (the "**Settlement Instruction Letter**").
 - (e) Such other documents as may be customary, reasonably necessary, or required to consummate the transactions contemplated by this Contract, including reasonable affidavits or certificates to the Title Company; provided, that any such additional documents shall have been delivered to Seller at least Three (3) business days before Settlement so that Seller will have the ability to conduct a reasonable review of such additional documents.

2. **Buyer's Tender of Performance.** At each Settlement, Buyer's delivery of each of the following items to Settlement Agent's office shall be deemed to be good and sufficient tender of performance ("**Buyer's Tender of Performance**") with regard to Settlement under this Contract (collectively, the "**Buyer's Settlement Items**"):
 - (a) Federal wire transfer of funds, confirmed received by Settlement Agent, in an amount sufficient to pay the Purchase Price for the applicable Lots being conveyed to Buyer at such Settlement and all other costs, expenses and amounts to be paid by Buyer pursuant to the terms of this Contract less a credit for any applicable portion of the Deposit.
 - (b) The Seller's Approved HUD-1 Settlement statement executed by Buyer, or, in the absence of a Seller's Approved HUD-1, a HUD-1 Settlement statement prepared by Settlement Agent (reflecting proceeds and disbursements for both Seller and Buyer) that reflects the terms of the Contract.

- (c) Such other documents as may be customary, reasonably necessary, or required to consummate the transactions contemplated by this Contract; provided, that any such additional documents shall have been delivered to Buyer at least Three (3) business days before Settlement so that Buyer will have the ability to conduct a reasonable review of such additional documents.

Buyer's Tender of Performance shall be deemed **"Complete"**, **"Completed"**, or **"Completion"** on the business day that the Buyer's Settlement Items (including the funds required by Section 2.(a)) are received by the Settlement Agent on or before 5:00 p.m. Eastern Time (Standard or Daylight Savings Time, as the case may be, herein referred to as **"Eastern Time"**). If Buyer's Settlement Items are received by Settlement Agent after 5:00 p.m. Eastern Time, then Buyer's Tender of Performance shall be deemed Completed on the next calendar business day.

- 3. **Completion of Settlement.** Each Settlement shall be deemed **"Complete"**, **"Completed"**, or **"Completion"** when: (a) Buyer has properly delivered each of Buyer's Settlement Items; and (b) the Purchase Price net of Seller's Settlement expenses and reflected on Lines 504 and 603 of Seller's Approved HUD-1 (**"Seller's Proceeds"**) has been disbursed to Seller and Seller's Lender by the Settlement Agent as evidenced by Seller's receipt of confirmation (from Seller's Bank and Seller's Lender as identified in Seller's Settlement Instruction Letter) that the federal wire transfer has been received by Seller's Bank and Seller's Lender.

This Addendum, upon its execution by all parties, is hereby made part of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

Signature of Buyer

Date

Signature of Buyer

Date

Acknowledgement of Seller
Michael Rubinfeld, Director of Operations

Date