



January 1, 1999

STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

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, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fee as specified in a written listing agreement.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are *not* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, 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 company, or broker, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, 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, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

Property. 4721 Muskogee Street 20740-1466

If either party does not agree to dual agency, the real estate company may 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 company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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 cooperating agent 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 or renting 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 agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.
- > 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 agent 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 agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT.

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Champion Realty, Inc. (firm name) and Tina Cadden Jenkins (salesperson) are working as:

- seller/landlord's agent
 - cooperating agent
 - buyer's agent
 - dual agent (See Consent for Dual Agency form)
- (You may check more than one box)

[Signature] 1/27/10
Signature Date

[Signature] 1/27/10
Signature Date

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

Signature of Agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made



January 1, 1999

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:

- > The buyer is interested in a property listed by a real estate company; and
- > The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent for Dual Agency. If they have previously signed a Consent for Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

Important Considerations Before Making a Decision About Dual Agency

☞ A dual agent does not exclusively represent either the seller or buyer and 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 company does not owe undivided loyalty to either the seller or buyer.

Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

1. Consent in writing to dual agency. If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.

2. Do not consent to dual agency. If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or 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 an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agency of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

Duties of a Dual Agent and Intra-Company Agent

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

- > anything the client asks to be kept confidential *
- > that the seller would accept a lower price or other terms,
- > that the buyer would accept a higher price or other terms,
- > the reasons why a party wants to sell or buy, or
- > that a party needs to sell or buy quickly.

* However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

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

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 do not consent, there will not be a dual agency. I hereby voluntarily consent to have

Champion Realty, Inc. act as dual agent for me as the
(Firm Name)

Seller in the sale of the property at:

4721 Muskoqee Street College Park MD 20740-1466

Buyer in the purchase of any property listed for sale with the above-referenced firm.

<u><i>John J. Hennessy</i></u> Signature	<u>1/27/10</u> Date	<u><i>Pamela Jo Hennessy</i></u> Signature	<u>1/27/10</u> Date
---	------------------------	---	------------------------

AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

Signature	Date	Signature	Date
-----------	------	-----------	------

The undersigned Buyer(s) hereby affirms consent to dual agency:

Signature	Date	<u>4721 Muskoqee Street College Park MD 20740-1466</u> Property Location
-----------	------	---

Signature	Date
-----------	------

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4721 Muskoqee Street 20740-1466
 Legal Description: 4721 Muskoqee Street, College Park, MD 20740-1466

NOTICE TO SELLER AND PURCHASER

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

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

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sale under §13-207(11) of the Tax Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender, or an affiliate or subsidiary of a lender, that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? 4/30/1991

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

Water Supply	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____		
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)			
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____	Age _____	<input type="checkbox"/> 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: _____
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: _____
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
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: _____

Property. 4721 Muskoqee Street 20740-1466

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: _____

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 materials defects including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

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

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

Owner _____ Date _____

Owner _____ 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 _____

Champion Realty, Inc.
Tina Cadden Jenkins

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

Owner *[Signature]* Date 1/27/10
Owner *[Signature]* Date 1/27/10

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

Purchaser _____ Date _____
Purchaser _____ Date _____



Homeowner's Association Law Not Applicable

Sellers: Pamela Hennessy and John J. Hennessy

Buyers: _____

Property Address: 4721 Muskogee Street

For valuable consideration, receipt of which is hereby acknowledged:

The undersigned Seller(s) of the above-referenced Property acknowledge receipt of notification of the Homeowner's Association Act Notice and hereby warrant that this Property does NOT meet the requirements for disclosure of information to a Buyer as required by the ACT.

All other terms and conditions of the Listing Contract shall remain the same and in full force and effect.

John J. Hennessy 1/27/10
Seller Date

Pamela Jo Hennessy 1/27/10
Seller Date

Buyer Date

Buyer Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

Seller's/Landlord's Disclosure

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

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

[x] ___/___/___ (ii) Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below):

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

[x] (ii) ___/___/___ Seller/Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (Initial)

(c) ___/___/___ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) ___/___/___ Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home

(e) Buyer has [check (i) or (ii) below]:

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

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

Agent's Acknowledgment (initial)

(f) [Signature] Agent has informed the seller of the Seller's/Landlord'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 they have provided is true and accurate.

Signature lines for Seller/Landlord, Buyer/Tenant, and Seller's/Landlord's Agent with dates.



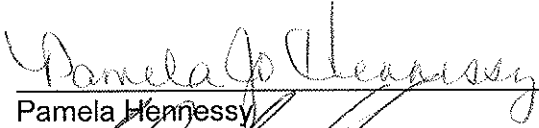


Affiliated Business Disclosure Notice and Consumer Information Relative to the Purchase or Sale of Real Estate

The Broker/Agent provides this information to assist you, the Consumer, in making an informed decision regarding the purchase or sale of real property.

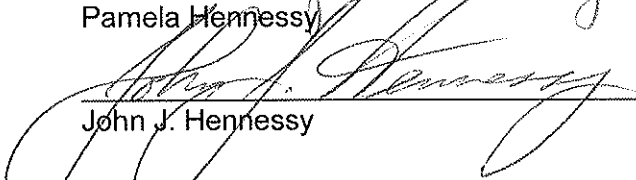
- 1. Legal requirements:** All contracts for real property are required to be in writing to be enforceable and to comply with the law. The contract will be a legally binding document. The Broker/Agent will, upon request, provide you with a copy of the sales contract form. You have the right to have your legal counsel review this form and represent you pertaining to all legal documentation. The Broker/Agent is required to submit all written offers to the Seller.
- 2. Financing:** Mortgage rates, discount points and loan fees vary with financial institutions and the market. The Buyer has the right to select a lender and to negotiate the terms of the financing and other terms and conditions of the loan. These terms may be subject to the Seller's approval and the lender's requirements. After the Seller has agreed to pay discount points/fees as set forth in the contract, the Buyer may not change the loan terms to the detriment to the Seller.
- 3. Title Services:** In the event Champion Realty Title is selected to be the settlement company to process and complete settlement, the undersigned acknowledge that they have been informed that Champion Realty Title is owned and operated by individuals who are officers and/or shareholders of Champion Realty, Inc.
- 4. Mortgage Services:** In the event Champion Realty Mortgage is selected to provide the financing for the purchase of property, the undersigned acknowledge that they have been informed that Champion Realty Mortgage is owned and operated by individuals who are officers and/or shareholders of Champion Realty, Inc.
- 5. Insurance Services:** Homeowner insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy and the number and nature of claims made by a potential Buyer. Buyer will rely on Buyer's own insurance provider to ascertain the approximate cost to insure a property.
- 6.** In the event Champion Realty Insurance is selected to provide homeowner insurance for the purchase of property, the undersigned acknowledge that they have been informed that Champion Realty Insurance is owned and operated by individuals who are officers and/or shareholders of Champion Realty, Inc.
- 7. Home Inspection and Warranty Options:** A Buyer may request to have a property inspected at their own risk and expense. The inspection may be made of the entire premises and may include but not limited to, condition of mechanical, electrical, plumbing, heating and cooling systems; structural soundness and watertight integrity; or presence of hazardous substances. The fees and terms of inspections vary and should be ascertained prior to hiring an inspection firm.
- 8.** A home warranty policy is available for purchase by either Buyer or Seller. In the event an HMS warranty policy is purchased through a Champion Realty, Inc., Sales Associate, a premium for services performed in the placement of warranty is paid to Champion Realty, Inc.
- 9. Fair Housing:** A REALTOR is required by law and the National Association of Realtors Code of Ethics to treat all parties in a property transaction fairly and honestly without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, presence of children, or physical or mental handicap.

10. **Planned Land Use, Roads or Highways:** Broker/Sales Associate is not advising Consumer as to issues, including but not limited to soil conditions; flood hazard areas; possible restrictions of the use of the property due to restrictive covenants; subdivisions; environmental laws; easements; airport or aircraft noise; planned land use, roads or highways; construction materials; hazardous materials; mold, radium, radon and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities.
11. **Waterfront Property:** If a property is, or appears to be, waterfront property, Buyer will rely on Buyer's own surveyor and title expert to ascertain the extent of any riparian rights or other rights of water access that convey to the owner of the property. Beach or boating facilities located within a community may require a membership or usage fee.
12. **FHA Prepayment:** FHA regulations specify that if a loan is paid in full on the first day of the month, interest for that month is not payable, but if the loan is paid in full on any other day other than the first day of the month, interest may be payable through the end of that month.
13. **Flood Plain:** If a property is located in a flood plain, flood insurance could be required by the lender as a condition of granting a mortgage. Construction on a property could be restricted or prohibited.
14. **Agency Relationships:** According to Maryland license law, Buyers and Sellers must be provided a written disclosure about agency relationships. If Buyers desire to have a Broker/Agent represent them, a written exclusive Buyer Agency Agreement is required.
15. **Property Condition Disclosure/Disclaimer:** Sellers are required by law, with limited exceptions, to provide Buyers with a standard property condition disclosure or disclaimer based on the Seller's actual knowledge, at the time of contract. The Seller has the option to disclose or disclaim, however, the Seller is always obligated to disclose all known material facts.
16. **Administrative Brokerage Commission:** At the time of settlement, Champion Buyer and/or Champion Seller shall each be charged an Administrative Brokerage Commission of \$250.00



 Pamela Hennessy

Date 1/27/10



 John J. Hennessy

Date 1/27/10

 Buyer Signature

Date _____

 Buyer Signature

Date _____



Prince George's County Notice and Disclosure Addendum

(For use with the MAR Residential Contract of Sale Form)

The Contract of Sale ("the Contract") dated 4/22/11 for the Property known as Muska gee Street, College Park
City MD, State MD ("the Property")
Between Seller Pamela and John Hennessy
and Buyer _____

is hereby amended by the incorporation of this Addendum, which shall supersede any provision of the Contract to the contrary.

1. **LEGAL REQUIREMENT:** A contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the contract becomes a legally binding agreement. The original terms of the contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written offers to the Seller.

2. **MASTER PLANS:** Buyers have the right to review the applicable County Master Plan and other maps showing planned land uses, roads and highways, and the location of parks and of other public facilities affecting the property. These can be viewed at the Maryland-National Capital Park and Planning Commission, Upper Marlboro, Maryland.

3. **LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC.:** Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

4. **GENERAL AVIATION AIRPORT ENVIRONMENT DISCLOSURE NOTICE:** Prince George's County has determined that premises within approximately one mile of a public use/commercial use general aviation airport may be subject to overflight by aircraft. Residents of property near a public use/commercial use airport are hereby notified that they may be subject to those conditions which may be inherent of normal airport operations. Sale of any property located within one (1) mile of a general aviation airport environment requires attachment of PG Form #1312.

Prince George's County government has placed certain restrictions (Airport Policy Areas) on the development of some property within general aviation airport environments. For more information, please contact the Prince George's County Planning Department, Information Counter, at 301-952-3208 (web site: www.mnccpc.org/pgco/home.htm).

5. **SETTLEMENT:** All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

© 2006 Prince George's County Association of REALTORS®, Inc.

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

Please initial: Buyer _____ / _____ Seller _____ / _____

Phone:

Fax:

6. **GROUND RENT:** If the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

7. **RENTAL:** If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a yearly registration fee may be assessed by the local government. You may call the appropriate government office for further information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective December 1, 1996, certain disclosures are required regarding the presence of lead paint in certain rental properties.

8. **EQUAL HOUSING OPPORTUNITY:** An owner of a residential dwelling is required by federal, state and local law to offer the property for sale or for lease to treat all parties in a non-discriminatory manner on the basis of race, color, religion, sex, mental or physical handicap, familial status, or national origin, and all other protected classifications under Federal, State and local fair housing laws. Prince George's County requires, in addition to the federal and state protected classes of race, color, religion, sex, national origin, physical and mental handicap, age, marital status or familial status, that the Property shall be made available to all persons without regard to sexual orientation, political opinion, marital status, personal appearance or occupation.

9. **COVENANTS AND RESTRICTIONS AFFECTING PROPERTY:** A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

10. **PRIVATE AGREEMENTS:** Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

11. **INSURANCE:** Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

12. **PRIVATE WATER AND SEWER SYSTEMS:** Many properties are serviced by wells and/or private water and/or sewage systems. Local laws or lenders may require various tests and/or inspections. If the Property is serviced by any such system, this should be addressed by a separate addendum to the Contract.

13. **ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS:** There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are not limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 631-3000.

© 2006 Prince George's County Association of REALTORS®, Inc.

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

Please initial: Buyer _____ / _____ Seller _____ / _____

Page 2 of 4

PGCAR Form #1302 – Addendum – Prince George's County Notice & Disclosures

14. **FIRE-RETARDANT TREATED PLYWOOD:** The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Home Builders at (800) 368-5242. For information as to whether the Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

15. **RADON:** The MDE and U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated level of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 631-3000 for further information on radon.

16. **LEAD PAINT:** The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 631-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, a lead paint inspection may be mandatory.

17. **ASBESTOS:** Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 631-3100 for further information on asbestos.

18. **CERTIFICATIONS:** Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

19. **SUBDIVISION PLAT:** If the property sold herein is an unimproved lot or a new dwelling, the Buyer acknowledges receipt of an entire copy of the subdivision plat prior to execution of the Agreement. Otherwise the Buyer hereby waives the receipt of an entire copy of the single recorded subdivision plat. If the property is located in a subdivision on which an individual sewage disposal system has been or will be installed, Buyer hereby confirms that Buyer has received and reviewed the record plat, including any restrictions on the location of initial and reserved wells, individual sewage disposal systems and the buildings to be served by any individual sewage disposal system.

20. **NOTICES:** Unless otherwise provided herein, any notices required to be given to Seller by the Contract shall be effective as of the date on which such notice is delivered to Seller or to the Agent of Seller named in the Contract. Notices required to be given to Buyer by the Contract shall be effective when notice is delivered to Buyer, or the Buyer's Agent named in the Contract. Where Dual Agency is utilized, notice to Agent of Seller shall include notice to the Intra-Company Agent assigned to Seller and Notice to Buyer shall include notice to the Intra-Company Agent assigned to Buyer. Alternatively, notice shall be effective on the third business day (Monday through Saturday, excluding federal designated holidays) following U. S. Postal mailing of said notice to Buyer or Seller, as appropriate, at the address shown on the Contract. Notices required under the Contract shall be in writing including transmission through wired or electronic medium which produces a tangible record of the transmission (such as a telegram, mailgram, telecopier or fax).

21. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to the approval or right of first refusal of the council of unit owners or board of directors of the condominium, then Seller agrees to immediately present the Contract to such council or board for action or consideration. In the event the contract is disallowed by the appropriate condominium authority, the Contract shall be null and void, and Buyer's deposit shall be returned upon the execution of a Release of Deposit(s) in accordance with the provisions of the Contract.

© 2006 Prince George's County Association of REALTORS®, Inc.

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

Please initial: Buyer _____ / _____ Seller _____ / _____



PRINCE GEORGE'S COUNTY ADDENDUM OF CLAUSES

The Contract of Sale ("the Contract") dated _____ for the Property known as

4721 Muskegette Street
City College Park, State MD ("the Property")

Between Seller Pamela and John Hennessy
and Buyer _____ is hereby

amended by the incorporation of this Addendum, which shall supersede any provision of the Contract to the contrary. It is expressly provided that only the numbered paragraphs which are checked and initialed by all Parties shall be made a part of the Contract. TIME IS OF THE ESSENCE WITH REGARD TO EACH PROVISION OF THIS ADDENDUM.

1. **SELLER'S CREDIT TO Buyer.** In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (ex. origination/discount points, transfer/recordation tax, lender fees), Seller shall credit Buyer at time of settlement with the sum of \$ _____ towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

2. **LENDER CHARGES.** In the event of FHA or VA financing, lender's fees to Seller shall not exceed \$ _____.

3. **TRANSFER AND RECORDATION TAXES. TRANSFER CHARGES.** Transfer and recordation taxes shall be paid by: _____ . First Time Maryland Homebuyer Transfer and Recordation Tax Addendum Attached: ____ Yes ____ No

4. **QUALIFICATION LETTER CONTINGENCY.** The Contract is contingent until 9 p.m. on the _____ day after the Date of Acceptance ("Deadline") upon Buyer delivering to Seller a prequalification letter from an institutional lender stating that the financing described in the Contract is available to Buyer and that, based upon written loan application, a preliminary credit report and the information provided by Buyer, the financing should be committed subject to appropriate verification, approval and commitment. At anytime after the Deadline, but prior to delivery to Seller of the prequalification letter, Seller may, upon written notice to Buyer, declare the Contract null and void and of no further force or effect.

5. **HOME INSPECTION.** The Contract is contingent until 9 p.m. on the _____ day after the Date of Acceptance ("Deadline") for an inspection of the property by Buyer, a home inspection firm and/or other qualified contractor representative(s) at Buyer's selection and expense. Seller will have all utilities in service at the time of inspection(s). This contingency will terminate at the Deadline unless by the Deadline Buyer delivers to Seller either A or B as follows:

Buyer Initials _____ Seller Initials _____

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

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

- A. A copy of the report(s) from the inspection(s) of the Property together with a Home Inspection Notice listing home inspection conditions or terms that Buyer requests 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.

If Seller elects not to perform in accordance with the Home Inspection Notice or to make only part of the repairs requested, Seller shall deliver notice to Buyer of such decision within 3 days after receipt of the Home Inspection Notice.

Within 3 days after receipt of a notice from the other party, either party may:

- (i) deliver notice accepting the terms contained in the other party's notice; or
- (ii) deliver notice continuing negotiations by making another offer; or
- (iii) deliver notice that this Contract will become void at 9 p.m. on the 3rd Day following receipt, unless the recipient delivers to the other party Notice of the acceptance of the last received offer prior to the specified date and time, in which event the Contract will remain in full force and effect.

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

Unless otherwise agreed to in writing between the parties, this clause does not release Seller from any responsibilities as set forth in the Contract paragraphs titled: PERSONAL PROPERTY, FIXTURES AND UTILITIES, EQUIPMENT, MAINTENANCE AND CONDITION; CONDITION OF PROPERTY AND POSSESSION; WELL AND SEPTIC; TERMITE INSPECTION; AND TERMS, any other property condition paragraph, or any other provisions agreed to in the Contract and any addendum, amendment, or notice.

- B. Notice declaring the Contract null and void and of no further legal force and effect.

6. **"AS IS" PROPERTY CONDITION.** The Property is sold as is and shall be delivered "As Is" physical condition to be determined as of the the Date of Contract Acceptance, the Date of Home Inspection of (other) _____. The Seller makes no representation or warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. All clauses in this Contract pertaining to Property condition, termites or compliance with city, state or county regulations are hereby deleted from this Contract. The Seller will have no obligation to make repairs to the electrical, plumbing, heating, air conditioning, or any other mechanical system, equipment or fixture. Smoke detectors will be installed as required by the laws or regulations of the appropriate jurisdiction. The property shall be delivered free and clear of trash and debris and broom clean. Lender's Requirements shall be complied with by Buyer.

7. **GENERAL INSPECTION CONTINGENCY (no walkaway).** The Buyer has the right, until 9 p.m. on the _____ Day after the Date of Contract Acceptance (Deadline), for an inspection of the Property by the Buyer, a home inspection firm and/or other qualified contractor representative(s) at the Buyer's discretion and expense. The Seller will have all utilities in service at the time of inspection(s).

Buyer Initials _____ Seller Initials _____

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

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

8. **GENERAL INSPECTION CONTINGENCY (with walkaway).** The Contract is contingent until 9 p.m. on the _____ Day after the Date of Contract Acceptance (Deadline) for an inspection of the Property by the Buyer, a home inspection firm and/or other qualified contractor representative(s) at the Buyer's discretion and expense. The Seller will have all utilities in service at the time of inspection(s). This contingency will terminate at the Deadline unless by the Deadline, the Buyer Delivers to the Seller Notice declaring this Contract null and void and of no further force and effect. Buyer's deposit shall be refunded in accordance with the DEPOSITS paragraph of the contract.

9. **GIFT LETTER.** The Contract is contingent until 9 p.m., on the _____ day after the Date of Acceptance ("Deadline") upon Buyer providing to Seller a Gift Letter and necessary documentation satisfactory to Lender ("Gift Letter") in the amount of \$ _____ from _____ . At anytime after the Deadline, but prior to delivery to Seller of the Gift Letter, Seller, upon written notice to Buyer, may declare the Contract null and void and of no further force and effect. Once the Gift Letter has been delivered, in the event Buyer does not have the gift funds to proceed to settlement as provided in the Contract, Buyer shall be in default.

10. **SALE OF BUYER'S PROPERTY AND KICKOUT.** This Contract is contingent until 9 p.m. on the _____ day after the Date of Acceptance ("Deadline") upon the sale of Buyer's property located at _____ ("Buyer's Property"). If Buyer does not satisfy or remove this contingency by the Deadline pursuant to Paragraph 8C below, then at any time after the Deadline, but prior to Buyer satisfying or removing this contingency, either Seller or Buyer may declare the Contract null and void by providing written notice to the other party.

- A. Seller may continue to offer the Property for sale and accept bona fide back-up offers to the Contract. If during the term of this contingency, a back-up offer is accepted, Seller shall deliver written notice to Buyer requiring that this contingency be satisfied or removed by Buyer pursuant to Paragraph 8C below not later than 9 p.m. on the _____ day following delivery of the notice from Seller to Buyer.
- B. Buyer's Property shall be listed exclusively with and actively marketed by a licensed real estate broker and entered into a multiple listing service within 3 days from the Date of Acceptance.
- C. Buyer may either:
 - (i) satisfy this contingency by delivering to Seller a copy of the contract for the sale of Buyer's Property with evidence that all contingencies under the contract of sale, other than financing, have been removed or waived, together with a prequalification letter as described in the Qualification Letter Contingency Paragraph 4 of this Addendum for the purchase of Buyer's Property; or
 - (ii) remove this contingency by delivering to Seller (a) Lender's commitment letter stating that the financing for the purchase of Buyers' Property is not contingent in any manner upon the sale and settlement of any real estate of Buyer or obtaining a lease of any real estate owned by Buyer and that Buyer has sufficient funds available for the down payment and closing costs necessary to complete settlement; or (b) evidence of sufficient funds available to complete settlement without obtaining financing and the sale and settlement of Buyer's Property.

Buyer Initials _____ Seller Initials _____

Prince George's County Association of REALTORS®, Inc.
This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

D. If Buyer satisfies the requirements of Paragraph 8C(i) above, the Contract will remain contingent upon the settlement of Buyer's Property. Settlement under the Contract may not be delayed more than _____ days after the settlement date (as specified in the Contract) without the parties' written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, then the Contract, upon written notice by either Seller or Buyer, may be declared null and void. If at any time the contract for the sale of Buyer's Property becomes void because of a failure of a contingency in the contract of sale for Buyer's property, Buyer shall immediately deliver written notice to Seller together with evidence of a written release of the contract of sale at which time either Seller or Buyer, upon written notice, may declare the Contract null and void by delivering notice to the other party.

11. **COINCIDING SETTLEMENTS.** Settlement on the Contract is contingent upon the settlement on the contract for the sale of Buyer's Property located at _____ ("Buyer's Property"). A copy of said contract is attached evidencing that all contingencies, other than financing, have been removed or waived, along with a prequalification letter as described in the Qualification Letter Contingency Paragraph of this Addendum for the purchase of Buyer's Property. Settlement under the Contract may not be delayed more than _____ days after the settlement date as specified in the Contract without the parties' prior written consent. If a further delay is required to obtain coinciding settlements and the parties do not agree, upon written notice by either Seller or Buyer the Contract may be declared null and void. If at any time the contract for the sale of Buyer's Property becomes void because of a failure of a contingency in the contract of sale for Buyer's property, Buyer shall immediately deliver written notice to Seller together with evidence of a written release of the contract of sale at which time either Seller or Buyer upon written notice may declare the Contract null and void by delivering notice to the other party.

12. **OPTION TO KEEP HOUSE ON MARKET.** Seller may continue to offer the Property for sale and accept bona fide back-up offers to the Contract. If during the contingency period(s) as set forth in Paragraph 8 _____ of this Addendum Contract or Paragraph #'s _____ of form # _____, a back-up offer is accepted, Seller shall deliver written notice to Buyer as provided in Paragraph 8 of this Addendum.

13. **CONTINGENT ON SELLER PURCHASING ANOTHER HOME.** The Contract is contingent until 9 p.m. on the _____ day from the Date of Contract (Deadline) to allow Seller to enter into a contract of sale to purchase another home of Seller's election. This provision and the Contract will remain in full force and effect unless, prior to the Deadline, Seller, upon written notice to Buyer shall declare the Contract null and void.

14. **PRE-SETTLEMENT OCCUPANCY AND LEASE AGREEMENT.** See attached Addendum - PGCAR #1316.

15. **POST-SETTLEMENT OCCUPANCY AND LEASE AGREEMENT.** See attached Addendum - PGCAR #1315.

16. **BACK-UP CONTRACT OR OFFER.** The Contract is first back-up to another contract of sale dated _____, between Seller and _____ as Buyer ("the Primary Contract"). The Contract shall become the primary contract immediately upon delivery of notice from Seller to Buyer that the other contract is of no further force and effect along with a copy of the fully executed release of the Primary Contract.

Buyer Initials _____ Seller Initials _____

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

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

Buyer, upon written notice to Seller, may declare the Contract null and void and of no further force and effect at any time prior to the Contract becoming the primary contract of sale. If the Primary Contract settles, this Contract shall be null and void. The rights and obligations of the parties under the Primary Contract are superior to the rights and obligations of the parties to the back-up contract.

- 17. **LICENSED SELLER/BUYER AGENT.** The parties acknowledge that _____ is a licensed real estate salesperson, in _____ (DC, MD, VA) associated with _____ and may share in the brokerage fee to be paid and is Buyer, Seller or is related to one of the Parties hereto.
- 18. **HOLDING DEPOSIT CHECKS.** It is understood and agreed by all Parties that Buyer has instructed the Agent to hold and not deposit the deposit check until _____ days after Date of Acceptance at which time said check shall be deposited as specified in the Contract.
- 19. **INSPECTION - MOLD.** See attached MAR Addendum PGCAR Form #1405.
- 20. **INSPECTION/CERTIFICATION - WELL.** See attached MAR Addendum PGCAR Form #1403A or 1403B.
- 21. **INSPECTION - ON-SITE SEWAGE DISPOSAL SYSTEM INSPECTION AND TEST (OSDS).** See attached MAR Addendum PGCAR Form #1406.
- 22. **RADON TESTING.** See attached PGCAR Addendum #1402.
- 23. **LEAD PAINT.** See attached addendum PGCAR Form #1404.
- 24. **INSPECTION - ENVIRONMENTAL.** See attached MAR Addendum PGCAR Form #1401.
- 25. **THIRD PARTY APPROVAL.** See attached MAR Addendum PGCAR Form #1326.
- 26. **TRANSFER OF DEPOSIT.** It is agreed that the deposit specified in the Contract is currently held by _____ and was deposited on a prior contract. The total amount of any and all deposits received from Buyer by _____ is \$ _____ who is authorized to transfer said deposit to this Contract.
- 27. **SUBJECT TO AN EXISTING LEASE.** Buyer agrees to take title to the property subject to the existing lease(s). Buyer(s) has been provided with copy(ies) of said lease(s); has read said lease(s), inspected said lease(s) and is fully familiar with all the covenants, terms and conditions contained therein. Seller(s) agrees to transfer any and all security deposit(s) plus accrued interest at the statutory rate to Buyer and to adjust rents as of the date

Buyer Initials _____ Seller Initials _____

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

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

of settlement. At settlement, Seller shall deliver to Buyer a letter to the current tenant(s), signed by the Seller, to advise the tenant(s) of the fact that the Property has been sold; the name and address of the new owner (now landlord); the fact that the tenant(s) security deposit, plus accrued interest, has been transferred to the new landlord; and directions to the tenant(s) to make all future payment of rent to the new landlord at the address as set forth in the notice to tenant(s).

28. **BROKERAGE FEE PAID BY BUYER.** It is understood and agreed by all parties that _____, affiliated with (company name) _____, is acting as an agent solely representing Buyer in this transaction ("Buyer's Broker"). Seller has no obligation to Buyer's Broker, and does not owe a brokerage fee or other consideration of any nature to said Buyer's Broker. The settlement officer is directed to collect from Buyer's funds, at settlement, and to disburse said fee, as per the separate written Buyer's Broker Agreement between Buyer's Broker and Buyer. This Buyer's Broker's fee is separate and apart from any brokerage fee owed to the Listing Broker by Seller pursuant to the Contract. The parties acknowledge that the said Buyer's Broker relationship was disclosed to Seller and/or Seller's agent prior to showing the Property to Buyer.

29. **AGREEMENT BETWEEN SELLER (FSBO/BUILDER) AND BUYER'S BROKER.** It is understood and agreed by all parties that _____, affiliated with _____ is acting as an agent solely representing Buyer in this transaction ("Buyer's Broker"). Seller agrees to pay to Buyer's Broker a brokerage fee in the amount equal to _____ % of the purchase price. The settlement officer is directed to deduct from the proceeds of the sale at settlement and to disburse said brokerage fee, as per the separate written FSBO/Builder Agreement between Buyer's Broker and Seller. The parties acknowledge that the said Buyer's Broker relationship was disclosed to Seller and/or Seller's agent prior to showing the Property to Buyer.

30. **COMMON DRIVEWAY.** Buyer is advised that this property shares a driveway in common with _____.

31. **INTEREST-BEARING ACCOUNT DEPOSIT.** The Parties direct _____, Broker, to place the deposit in an interest-bearing escrow account. Interest shall accrue and be payable to Buyer at time of settlement. For accounting purposes, Buyer's social security number is _____. A Processing fee of \$ _____ shall be charged to the party receiving the interest by the above Broker for this service. In the event of a forfeiture of deposit, any interest accrued shall be payable to Seller.

32. **LAND USE, ZONING, ROADS, PARK, TRANSPORTATION, ETC.** Seller(s) certifies that Seller(s) has no knowledge of any published preliminary or adopted land use plan or adopted zoning map amendment which may result in condemnation or taking of any part of Seller(s) property. Buyer(s) acknowledge(s) that Buyer(s) is/are aware that information relative to government plans for land use, roads, highways, parks, transportation, rezoning, etc., is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

Buyer Initials _____ Seller Initials _____

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

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

+ 33. **PROXIMITY OF RECREATION FACILITIES.** Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

+ 34. **HISTORIC SITE, HISTORIC RESOURCE, HISTORIC DISTRICT.** Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated a historic site, historic resource or is located within a historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

+ 35. **UNIMPROVED ROAD.** Seller and Buyer acknowledge that the road abutting the property is unfinished or does not meet County Roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which Buyer may be liable.

+ 36. **IRS Section 1031 TAX DEFERRED EXCHANGE (Seller).** The parties acknowledge, affirm and agree that the Seller shall have the option of effecting a Section 1031 Tax Deferred Exchange at no additional expense or liability to the Buyer. The intention of the Parties is for the Seller/Exchanger to use Section 1031 of the Internal Revenue Code to postpone taxes by exchanging the Property for other property to be designated later and acquired through a trust established at Settlement. The Buyer and Seller/Exchanger will execute necessary documents to complete the exchange, including any assignments or trust agreements.

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

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

+ 37. **IRS Section 1031 TAX DEFERRED EXCHANGE (Buyer).** The parties acknowledge, affirm and agree that the Buyer is acquiring the Property as the replacement to complete a Tax Deferred Exchange under section 1031 of the Internal Revenue Code. The Seller will cooperate to complete this transaction, however, the Seller shall bear no additional expense or incur any additional tax in order to do so.

Buyer Date

Seller Date

Buyer Date

Seller Date

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

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.



PRINCE GEORGE'S COUNTY

Prince George's County Disclosure and Notice Addendum (DNA)

(For use on all Residential Sales Contracts in Prince George's County)

It is suggested that this form be completed by Seller at time of listing and made available to Buyer along with all other required disclosures for inclusion in any contract offer.

ADDENDUM # _____ dated _____ to the Contract of Sale dated _____, between Buyer _____ and Seller Pamela and John Hennessy for Property known as 4721 Muskogee Street.

(I) REQUIRED IN PRINCE GEORGE'S COUNTY

1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller hereby acknowledges that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to buyers as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed. Seller certifies by checking the appropriate box below whether any, some or all are applicable or not applicable.

A. Tree Conservation Plan Notice. YES NO UNKNOWN (if there is a Tree Conservation Plan filed for any part of the Property, PGCAR Form 1329 MUST be attached)

B. Record Title Holder Notice. YES NO (if the Seller/Owner does not presently hold title to the Property, PGCAR Form 1328 MUST be attached)

C. General Aviation Airport Environment Disclosure Notice. YES NO UNKNOWN (if Property is located within one (1) mile of a public use/commercial use general aviation airport, PGCAR Form 1312 MUST be attached)

SELLER AND BUYER ACKNOWLEDGES THAT THE FAILURE OF THE SELLER TO PROVIDE THE REQUIRED NOTICE(S), IF APPLICABLE, UNDER A. AND B. ABOVE IDENTIFIED AS THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE SUCH DISCLOSURES IS A CRIMINAL MISDEMEANOR AND THE FAILURE OF SELLER TO PROVIDE NOTICES AS IDENTIFIED IN A., B. AND C. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT AT ANY TIME PRIOR TO SETTLEMENT.

2. HISTORIC SITE/RESOURCE/DISTRICT. YES NO UNKNOWN If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

3. UNIMPROVED ROAD. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable.

©2007. Prince George's County Association of REALTORS®, Inc. This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

4. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

5. PROXIMITY OF RECREATION FACILITIES. Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

6. MILITARY OPERATIONS AND TESTING. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

(II) RECOMMENDED FOR PRINCE GEORGE'S COUNTY

7. PRIVATE WATER AND/OR SEWER SUPPLY. (To be completed by Seller if Property is served by a private water and/or Sewer company only) Water is supplied to the Property by _____ whose phone number is _____. Sewer service is supplied to the Property by _____ whose phone number is _____.

8. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES. Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. (Seller to check appropriate line below):

- There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
- Currently, front foot benefit charges are paid in the property tax bill for the Property.
- Deferred water and sewer assessments ARE assessed against the Property in the amount of \$_____ per year. They are paid to _____ (name of company) with an address of _____ & phone number of _____.
- Unknown

9. AVAILABILITY OF WATER AND SEWER SERVICE. (Seller to check appropriate boxes)

- A. Water: Is the Property connected to public water? YES NO UNKNOWN
If no, has it been approved for connection to public water? YES NO UNKNOWN
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 UNKNOWN
If no, has it been approved for connection to public sewer? YES NO UNKNOWN
If not connected, has a septic system been installed? YES NO UNKNOWN
If not connected, has a septic system been approved? YES NO UNKNOWN
If not connected, has a septic system been disapproved? YES NO UNKNOWN
If yes, explain: _____

©2007. Prince George's County Association of REALTORS®, Inc.
This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

10. PRIVATE UTILITY COMPANY ASSESSMENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount \$ _____ and the frequency of payment is _____ for _____ (utility service provided) and payment is made to _____ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

11. OTHER ASSESSMENTS. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount \$ _____ and the frequency of payment is _____ and the Assessment is for _____. Buyer agrees to assume responsibility for this Assessment as of the Date of Settlement.

12. GROUND RENT. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

13. UNDERGROUND STORAGE TANK. YES NO UNKNOWN If checked Yes by Seller, Seller acknowledges that the tank is currently In Use Not In Use (check one). Seller further acknowledges that the tank is/was used for _____. If Seller has checked that the tank is not in use, please explain when, where and how the tank was abandoned: _____.

14. MUNICIPALITIES. If the Property is located within a Municipality, the name of the Municipality is _____.

15. 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? (see page 1 of the attached Maryland Residential Disclosure and Disclaimer Statement for a list of exempted transactions).

YES NO If no, Seller is required to complete the attached Maryland Residential Disclosure and Disclaimer Statement.

16. OWNERSHIP AND ASSESSMENTS: Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: _____. Management Company: _____. Telephone: _____. Assessments/special tax \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments approved yet not assessed? YES NO If yes, amount \$ _____ and explain reason for assessment: _____.

17. SMOKE DETECTORS: Seller is advised that it is recommended to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. 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. Will the smoke detectors in the Property provide an alarm in the event of power outage? YES NO UNKNOWN

(III) DISCLOSURES

18. LEGAL REQUIREMENT. A contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the contract becomes a legally binding agreement. The original terms of the contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written offers to the Seller.

19. SETTLEMENT. All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

20. RENTAL. If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a registration fee may be assessed by the local government. It is recommended that Buyer contact local government regarding rental license requirements and other rental information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective December 1, 1996, certain disclosures are required regarding the presence of lead paint in certain rental properties.

21. EQUAL HOUSING OPPORTUNITY. An owner of a residential dwelling is required by federal, state and local law to offer the property for sale or for lease to treat all parties in a non-discriminatory manner on the basis of race, color, religion, sex, mental or physical handicap, familial status, or national origin, and all other protected classifications under Federal, State and local fair housing laws. Prince George's County requires, in addition to the federal and state protected classes of race, color, religion, sex, national origin, physical and mental handicap, age, marital status or familial status, that the Property shall be made available to all persons without regard to sexual orientation, political opinion, marital status, personal appearance or occupation.

22. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY. A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

23. PRIVATE AGREEMENTS. Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

24. CERTIFICATIONS. Depending upon the type of mortgage applied for by buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

25. NOTICES. Unless otherwise provided herein, any notices required to be given to Seller by the Contract shall be effective as of the date on which such notice is delivered to Seller or to the Agent of Seller named in the Contract. Notices required to be given to Buyer by the Contract shall be effective when notice is delivered to Buyer, or the Buyer's Agent named in the Contract. Where Dual Agency is utilized, notice to Agent of Seller shall include notice to the Intra-Company Agent assigned to Seller and Notice to Buyer shall include notice to the Intra-Company Agent assigned to Buyer. Alternatively, notice shall be effective on the third business day (Monday through Saturday, excluding federal designated holidays) following U. S. Postal mailing of said notice to Buyer or Seller, as appropriate, at the address shown on the Contract. Notices required under the Contract shall be in writing including transmission through wired or electronic medium which produces a tangible record of the transmission (such as a telegram, mailgram, telecopier or fax).

26. CONDOMINIUM ASSOCIATION, COOPERATIVE, HOMEOWNER'S ASSOCIATION AND COMMON OWNERSHIP COMMUNITY APPROVAL. If this sale is subject to the approval or right of first refusal of the council of unit owners or board of directors of the condominium, co-op, HOA or common ownership community then Seller agrees to immediately present the Contract to such council or board for action or consideration. In the event the Contract is disallowed by the appropriate council or board, the Contract shall be null and void and of no further legal force and effect, and Buyer's deposit shall be returned in accordance with the Deposits paragraph of the Contract.

27. INSURANCE. Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

28. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS. There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. hazardous materials outside the home can include, but area not limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

29. FIRE-RETARDANT TREATED PLYWOOD. The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Home Builders at (800) 368-5242. For information as to whether the Property was constructed with FRT plywood, Buy may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

30. RADON. The MDE and U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated level of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

31. LEAD PAINT. the MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 537-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, a lead paint inspection may be mandatory.

32. ASBESTOS. Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 537-3000 for further information on asbestos.

33. MASTER PLANS. Buyers have the right to review the applicable County Master Plan and other maps showing planned land uses, roads and highways, and the location of parks and of other public facilities affecting the property. These can be viewed at the Maryland-National Capital Park and Planning Commission, Upper Marlboro, Maryland. (301) 952-4225

34. SUBDIVISION PLAT. If the property sold herein is an unimproved lot or a new dwelling, the Buyer acknowledges receipt of an entire copy of the subdivision plat prior to execution of the Agreement. Otherwise the Buyer hereby waives the receipt of an entire copy of the single recorded subdivision plat. If the property is located in a subdivision on which an individual sewage disposal system has been or will be installed, Buyer hereby confirms that Buyer has received and reviewed the record plat, including any restrictions on the location of initial and reserved wells, individual sewage disposal systems and the buildings to be served by any individual sewage disposal system.

35. HEADINGS: 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.

SELLER	DATE	SELLER	DATE
--------	------	--------	------

BUYER	DATE	BUYER	DATE
-------	------	-------	------

Broker (Company Name)	Broker or Authorized Representative	Date
-----------------------	-------------------------------------	------