



INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

ADDENDUM # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement dated 1-18-12, between Owner(s) Michael C Patrick, and Broker ReMax Realty Group Bonnie Winkler/Maureen Nichols 4073 Boteler Rd for Property known as Mount Airy, MD 21771

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- | INCLUDED | INCLUDED | INCLUDED | INCLUDED |
|---|---|--|---|
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input checked="" type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet | <input checked="" type="checkbox"/> Refrigerator(s) # <u>2</u> | <input checked="" type="checkbox"/> Wall Oven(s) # <u>1</u> |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>1</u> | <input checked="" type="checkbox"/> Fireplace Screen/Doors | <input checked="" type="checkbox"/> w/ice maker | <input checked="" type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) # _____ |
| <input type="checkbox"/> Clothes Washer | <input checked="" type="checkbox"/> Garage Opener(s) # <u>1</u> | <input checked="" type="checkbox"/> Shades/Blinds | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input checked="" type="checkbox"/> Storage Shed(s) # <u>1</u> | <input type="checkbox"/> Wood Stove |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | |
| <input checked="" type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Storm Windows | |
| <input checked="" type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
Sewage Disposal: Public Septic
Heating: Oil Gas Elec. Heat Pump Other _____
Hot Water: Oil Gas Elec. Other _____
Air Conditioning: Gas Elec. Other _____

Michael C Patrick 01/18/12
Owner Date Owner Date
Michael C Patrick

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

4073 Boteler Rd

Property Address: Mount Airy, MD 21771

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER TO INITIAL APPLICABLE LINE) _____ / _____ housing was constructed prior to 1978 OR _____ / _____ date of construction is uncertain.

FEDERAL 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 (initial (i) or (ii) below):

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

(ii) MCP / _____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

(ii) MCP / _____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

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

(d) _____ / _____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

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

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

Agent's Acknowledgment (initial)

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

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.

Michael C Patrick 4/18/12
Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Bonnie Winkler/Maureen Nichols Date

Buyer's/Tenant's Agent Date





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4073 Boteler Rd

Property Address: Mount Airy, MD 21771

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1950 is required to be registered with the Maryland Department of the Environment (MDE). Any leased residential dwelling constructed between 1950 and 1978 may be registered with the MDE at the election of the owner.

1. Seller hereby discloses that the property (Seller to initial applicable lines):

_____ was constructed prior to 1950; OR

MDEP 1 _____ was constructed between 1950 and 1978; AND

If constructed in 1978 or earlier, _____ / _____ is or MDEP 1 _____ is not registered in the Program.

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

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.

Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. MDEP 1 _____ (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.

Michael C. Patrick 10/18/12
Seller Date
Michael C Patrick

Buyer Date

Bonnie Winkler/Maureen Nichols 1-18-12
Seller Date
Bonnie Winkler/Maureen Nichols

Buyer Date
Buyer's Agent Date

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MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

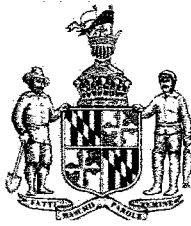
Owner Michael C Patrick Date 01/18/12

Owner _____ Date _____

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 _____



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 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") will 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 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. **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 cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different company.

