



**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 March 3, 2010 to Exclusive Right to Sell Brokerage Agreement dated March 3, 2010, between Owner(s) Hornbeck, LLC and Broker Real Estate Teams, LLC J.B. Powell 116 1/2 West 5th Street for Property known as Frederick, MD 21701

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

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

ADDITIONAL INCLUSIONS (Specify):

N/A

EXCLUSIONS (Specify):

N/A

**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 CAC

*[Handwritten Signature]*

Owner Hornbeck, LLC Date 03/03/2010 Owner \_\_\_\_\_ Date \_\_\_\_\_

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**AS IS ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated March 3, 2010 to Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller Hornbeck, LLC for Property known as 116 1/2 West 5th Street, Frederick, MD 21701

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all clauses in the Contract pertaining to property condition and wood destroying insects are hereby deleted from the Contract.** Buyer understands and agrees that Seller shall have no obligation to make repairs.

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

+

**A. "AS IS" WITHOUT INSPECTION(S)**

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

+

**B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE**

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

Seller shall make the Property accessible for such inspection(s). Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

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

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

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Seller Signature  
Hornbeck, LLC

03/03/2010  
Date

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Seller Signature Date

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10/08



Real Estate Teams 50 Citizens Way, Suite 400 Frederick, MD 21701  
Phone: 301-644-2681 Fax: 301-695-3138 JB POWELL

16 West 5th S

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

**Seller's/Landlord's Disclosure**

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

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

(ii)   *HP*   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)   *HP*   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)   *HP*   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.

  *HP*   03/03/2010  
Seller/Landlord Date  
Hornbeck, LLC

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Seller/Landlord Date

\_\_\_\_\_  
Buyer/Tenant Date

  *J.B. Powell*   03/03/2010  
Seller's/Landlord's Agent Date  
J.B. Powell

\_\_\_\_\_  
Buyer's/Tenant's Agent Date



The City of Frederick  
Disclosure Statement

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED WITHIN THE CITY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 16 1/2 West 5th Street. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE CITY OF FREDERICK DISCLOSURE ORDINANCE IN COMPLIANCE WITH THE CITY OF FREDERICK CODE SECTION NO. 12.5-30, (THE CITY OF FREDERICK DISCLOSURE UPON SALE OF REAL PROPERTY ORDINANCE). THIS ORDINANCE AFFORDS A BUYER THE RIGHT TO REVIEW LAND USE DOCUMENTS, AND TO REQUEST A REVIEW PERIOD OR TO WAIVE SUCH REVIEW PERIOD. SEE ORDINANCE FOR COMPLETE DETAILS.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE BUYER IN A CONTRACT FOR SALE OF RESIDENTIAL REAL PROPERTY WITHIN THE CITY OF FREDERICK AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY.

BUYER ACKNOWLEDGES THAT IT IS BUYER'S RIGHT TO REVIEW THE APPROPRIATE MAPS AND PLANS AT THE CITY OF FREDERICK DEPARTMENT OF PLANNING FOR INFORMATION ABOUT THE FREDERICK CITY AIRPORT, HISTORIC DISTRICT DELINEATION, ANY LAND USES, PLANNED NEIGHBORHOOD DEVELOPMENTS, ROADS, HIGHWAYS, PARKS AND OTHER PUBLIC FACILITIES AFFECTING PROPERTY, AND ANY AMENDMENTS THERETO, THE CITY OF FREDERICK ZONING ORDINANCE AND ANY OFFICIAL SUBMITTAL FOR DEVELOPMENT REVIEW WITH THE DEPARTMENT OF PLANNING. BUYER FURTHER ACKNOWLEDGES THAT IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE WHETHER THE BUYER'S PROPERTY LIES WITHIN THAT AREA OF THE CITY OF FREDERICK DESIGNATED AS THE FREDERICK HISTORIC DISTRICT AND TO COMPLY WITH ANY STATE AND LOCAL LAWS PERTAINING AS A RESULT OF SUCH DESIGNATION.

BUYER HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE ABOVE DISCLOSURE AND REQUESTS A PERIOD OF TIME TO REVIEW THE ABOVE STATE DOCUMENTS AS PER THE ATTACHED ADDENDUM.

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

BUYER HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE ABOVE DISCLOSURE AND WAIVES THE REVIEW PERIOD:

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
DATE





## Frederick County Disclosure

**LEGAL REQUIREMENT.** All Contracts of Sale for real property in the State of Maryland are required to be in writing to be enforceable. You have the right to have legal counsel review all documents and represent you. The Broker/agent is required to submit all written offers to the seller. An offer to purchase is not a contract until all terms and conditions have been agreed to in writing by the Buyer and Seller. The terms of a Contract of Sale cannot be altered after it has been accepted by all parties unless mutually agreed upon in writing by the Buyer and Seller. Therefore, the Buyer is advised that any contingencies or conditions of the sale should be a part of the original offer. The accepted Contract of Sale is a legally binding and enforceable document.

**EQUAL HOUSING.** The Property is offered in compliance with Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments of 1988) and applicable Maryland and local laws with respect to race, color, sex, religion, national origin, physical and mental handicaps, familial status, age, sexual orientation, marital status and such other protected classes.

**AIRPORTS, AIRSTRIPS & HELIPADS.** Buyer acknowledges that there are properties located within a three (3) mile radius of airports, airstrips, heliports or helipads and it is the Buyers' responsibility to review any appropriate maps, plans or other information which they deem appropriate prior to entering into a Contract of Sale. The Frederick Municipal airport is located at 111 Airport Dr. E., Frederick, MD.

**CITY OF FREDERICK SALE OF REAL PROPERTY ORDINANCE.** The City of Frederick Disclosure upon Sale of Real Property Ordinance (the City of Frederick Code Section #12.5-3) requires the inclusion of the City of Frederick Disclosure Statement as a part of all Contracts of Sale for real property located within the City of Frederick limits.

**FREDERICK COUNTY RIGHT TO FARM ORDINANCE.** The Frederick County Right to Farm Ordinance (Frederick County Ordinance #96-23-175) requires the inclusion of the Right to Farm Disclosure Statement as a part of all Contracts of Sale for real property within Frederick County.



**HAZARDOUS MATERIALS.** There are many hazardous materials (i.e., asbestos, radon, underground storage tanks, etc.) that could affect any 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 their presence or significance. It is the Buyer's responsibility to consult any experts they deem appropriate prior to entering into a Contract of Sale.

**HOME WARRANTIES.** A limited warranty may be available for purchase on the Property. Such limited warranty may provide some financial reimbursement in the event certain named components and or appliances become inoperable or fail during an agreed upon period of time (usually one year from settlement).

**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 will be required to provide photo identification. A lender usually requires, prior to settlement, a fully paid insurance policy, termite and other certifications when improved property is being purchased. The Buyer should have wired funds, bank check, or certified check for payment of estimated settlement costs and balance due under the Contract of Sale. If uncertain of the amount, Buyer should contact the settlement company 24-48 hours before settlement. Buyer should establish utilities in Buyer's name commencing with the day of settlement or occupancy.

**MASTER PLANS AND ZONING ORDINANCES.** Buyers have the right to review any applicable master plans, zoning ordinances, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. In addition the Buyer should check historic district guidelines and disclosures, if applicable. This information may be found at most local, county or state offices such as the Parks and Recreations, Planning and Zoning, etc.

**CONDOMINIUM ASSOCIATION APPROVAL.** If a sale is subject to the approval or right of first refusal of the Council Unit Owners or Board of Directors of a Condominium, the Seller must immediately present the Contract of Sale to such Council or Board for its action or consideration. In the event the sale is not allowed by the appropriate Council or Board, the Contract of Sale shall be null and void.

**COMMUNITY DEVELOPMENT AUTHORITY DISTRICTS.** In Frederick County, the vendor of a property that is subject to a tax or fee of a Special Taxing District as authorized in Article 23A, §44A(B) of the Code or by a Community Development Authority as authorized in § 2-7-125(B) of the Public Local Laws of Frederick County may not enforce a contract for the sale of the property unless within 20 calendar days after entering into the contract, the Purchaser of the property is provided the following information in writing.

This sale is subject to a tax or fee of a Special Taxing District or Community Development Authority. State law requires that the Seller disclose to you at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property you are purchasing. The content of the information to be disclosed is set forth in § 10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee of the Special Taxing District or Community Development Authority, and a statement of whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.


A handwritten signature in black ink, appearing to be 'W. H. St.', is written over the bottom right portion of the page, overlapping the footer text.

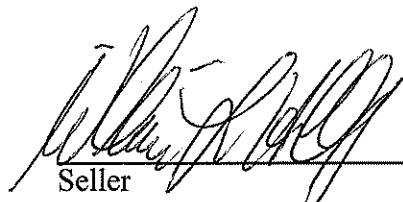
The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ \_\_\_\_\_ .

The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is \_\_\_\_\_ .

Whether any tax or fee of the Special Taxing District or Community Development Authority against the property is delinquent.

Tax of fee: \_\_\_\_\_ is delinquent

 is not delinquent

 3/2/10  
Seller \_\_\_\_\_ Date  
Hornbeck, LLC

Buyer \_\_\_\_\_ Date

\_\_\_\_\_  
Seller \_\_\_\_\_ Date

\_\_\_\_\_  
Buyer \_\_\_\_\_ Date



Real Estate Transfer Disclosure Statement



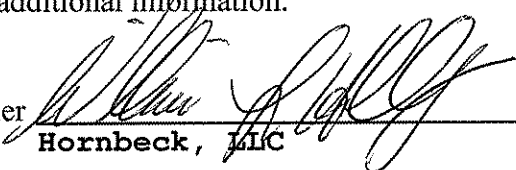
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 16 1/2 West 5th Street,  
Frederick, MD 21701

THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE IN COMPLIANCE WITH FREDERICK COUNTY ORDINANCE NO. 96-23-175  
(THE FREDERICK COUNTY RIGHT TO FARM ORDINANCE)

**SELLER'S INFORMATION**

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established a reconciliation committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any questions concerning this policy or the reconciliation committee, please contact the Frederick County Planning Department for additional information.

Seller   
Hornbeck, LLC

Date March 3, 2010

Seller \_\_\_\_\_

Date \_\_\_\_\_

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:**

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

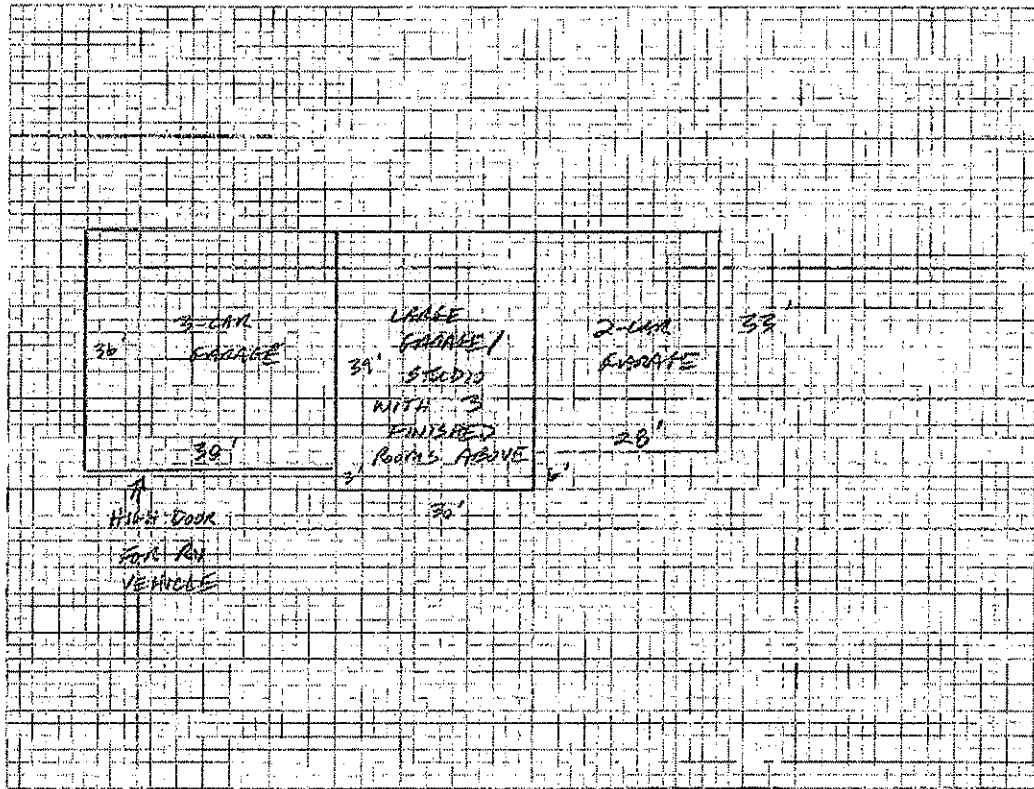
**IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

- > ONLY (1) Lease on large garage, 3yr, expires 11/31/2010
- > remaining garages are month to month
- > 5th street Electric Runs \$20 to \$40
- > Insurance premium runs \$1586 per year or \$132.17 per month
- > 109 West 4th Avg \$60 to \$70 per month -
- > water/sewer runs \$150 every 3 months - (Approximate)

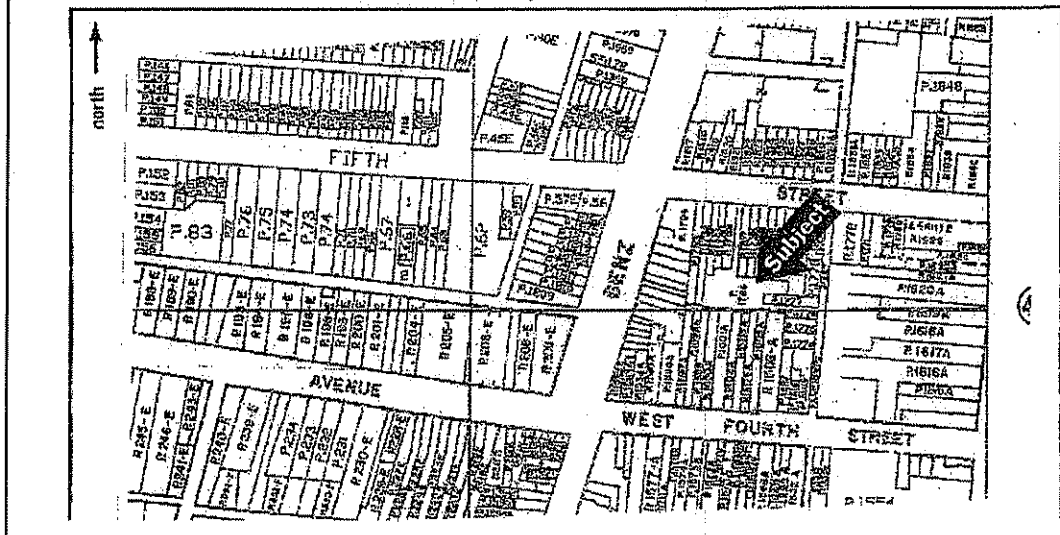


Borrower Hornbaker  
Property Address 116 1/2 W. Fifth Street  
City Frederick County Frederick State MD Zip Code 21701  
Lender Frederick County Bank

BUILDING SKETCH



LOCATION MAP (\*SUBJECT PROPERTY)



Downtown rental properties  
Becky Anderson &  
Bill Hornbaker

109 W. 4th Street

Apt. #1 \$ 750.00/mo. (vacant)  
Apt. #2 \$ 800.00/mo.

116 1/2 W. 5th Street

Parking space #1 No rent  
#2 No rent  
#3 \$ 30.00/mo  
#4 (vacant)  
#5 \$ 20.00/mo.  
#6 \$ 20.00/mo.  
#7 \$ 30.00/mo. > Alley  
#8 No rent (property maint.)  
#9 No rent (property maint.)  
#10 \$ 35.00/mo.  
#11 \$ 30.00/mo.  
#12 (vacant)  
#13 (vacant) > shed  
#14 No rent (Garage #4 parking)  
#15 \$ 35.00/mo  
#16 \$ 35.00/mo  
#17 No rent (Apt. tenant parking)  
#18 No rent (Apt. tenant parking)  
#19 \$ 35.00/mo

Garage #1 \$ 300.00/mo  
Garage #2 \$ 150.00/mo  
Garage #3 \$ 150.00/mo  
Garage #4 \$ 800.00/mo.  
Garage #5 \$ 225.00/mo.  
Garage #6 \$ 200.00/mo.