

NOTATION

DESCRIBED HEREON, IN CONSIDERATION OF THE CASH CONSIDERATION OF \$10,000.00, I, THE SURVEYOR, HAVE CAUSED TO BE LAYED OUT AND ESTABLISHED THE BOUNDARIES, WALKWAYS AND EASEMENTS SHOWN ON THIS PLAT. THIS PLAT IS SUBJECT TO THE DEED OF MARYLAND, 74 EDITION, AND THE REVISIONS THEREOF, AND THE LAWS OF MARYLAND, 1979, AND THE MAKING OF THE SAME SHALL BE COMPLIED WITH.

ALL EASEMENTS, LEASES, LIENS, AND ENCUMBRANCES AFFECTING THE PROPERTY SHOWN ON THIS PLAT SHALL BE COMPLIED WITH.

NOTICE

I, THE SURVEYOR, BELIEVE THAT THE PLAT SHOWN ON THIS PLAT WAS CONVEYED BY JOHN E. HOLTZINGER, JR. ON FEBRUARY 2, 1990 AND RECORDED AMONG THE DEEDS OF MARYLAND AT FOLIO 877.

I, THE SURVEYOR, BELIEVE THAT THE PLAT SHOWN ON THIS PLAT WAS CONVEYED BY JOHN E. HOLTZINGER, JR. ON FEBRUARY 2, 1990 AND RECORDED AMONG THE DEEDS OF MARYLAND AT FOLIO 877.

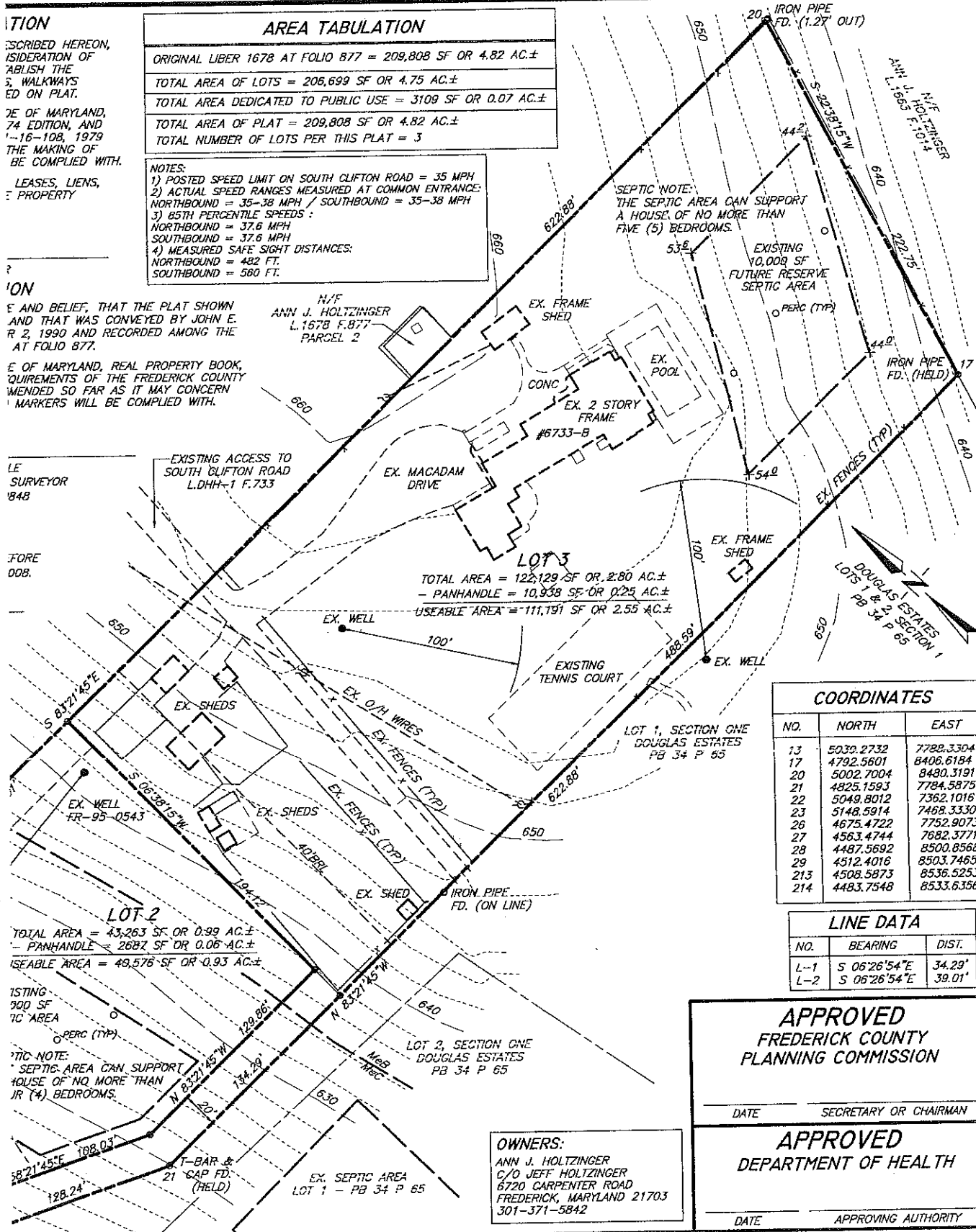
DATE OF SURVEY: 08/14/08

FORE DOB.

AREA TABULATION

ORIGINAL LIBER 1678 AT FOLIO 877 = 209,808 SF OR 4.82 AC.±
TOTAL AREA OF LOTS = 208,699 SF OR 4.75 AC.±
TOTAL AREA DEDICATED TO PUBLIC USE = 3109 SF OR 0.07 AC.±
TOTAL AREA OF PLAT = 209,808 SF OR 4.82 AC.±
TOTAL NUMBER OF LOTS PER THIS PLAT = 3

NOTES:
 1) POSTED SPEED LIMIT ON SOUTH CLIFTON ROAD = 35 MPH
 2) ACTUAL SPEED RANGES MEASURED AT COMMON ENTRANCE:
 NORTHBOUND = 35-38 MPH / SOUTHBOUND = 35-38 MPH
 3) 85TH PERCENTILE SPEEDS:
 NORTHBOUND = 37.6 MPH
 SOUTHBOUND = 37.6 MPH
 4) MEASURED SAFE SIGHT DISTANCES:
 NORTHBOUND = 482 FT.
 SOUTHBOUND = 580 FT.



COORDINATES

NO.	NORTH	EAST
13	5030.2732	7788.3304
17	4792.5601	8406.6184
20	5002.7004	8480.3191
21	4825.1593	7784.5875
22	5049.8012	7362.1016
23	5148.5914	7468.3330
26	4675.4722	7752.9073
27	4563.4744	7682.3771
28	4487.5692	8500.8568
29	4512.4016	8503.7465
213	4508.5873	8536.5253
214	4483.7548	8533.6356

LINE DATA

NO.	BEARING	DIST.
L-1	S 06°26'54"E	34.29'
L-2	S 06°26'54"E	39.01'

APPROVED
 FREDERICK COUNTY
 PLANNING COMMISSION

DATE _____ SECRETARY OR CHAIRMAN

APPROVED
 DEPARTMENT OF HEALTH

DATE _____ APPROVING AUTHORITY

OWNERS:
 ANN J. HOLTZINGER
 C/O JEFF HOLTZINGER
 6720 CARPENTER ROAD
 FREDERICK, MARYLAND 21703
 301-371-5842

COMBINED PRELIMINARY/FINAL PLAT
 LOTS 1-3, SECTION ONE
HOLTZINGER OVERLOOK

SITUATED ON SOUTH CLIFTON ROAD
 BRADDOCK ELECTION DISTRICT NO. 24
 FREDERICK COUNTY, MARYLAND

SCALE: 1"=50' MAY, 2008

LAVELLE & ASSOCIATES
 INCORPORATED

LAND SURVEYORS - PLANNERS
 5732 INDUSTRY LANE FREDERICK, MARYLAND 21704
 OFFICE (301) 695-9722 • FAX (301) 695-9766

SYMBOLS	DATE	REVISIONS
○ IRON PIPE	10/11/06	REVISED PER CO. COMMENTS
■ CONC MON	5/28/08	REVISED PER CO. COMMENTS
● PROPOSED WELL	10/29/08	REVISED PER CO. COMMENTS
□ 10,000 SF SEPTIC AREA	10/29/08	REVISED PER CO. COMMENTS

MINIMUM BUILDING RESTRICTION LINES
 FRONT: 40'
 REAR: 30'
 SIDE: 10'

PLAT BOOK _____
 PAGE _____
 DATE _____

THE FREDERICK COUNTY DEPARTMENT OF HEALTH
12 East Church Street
Winchester Hall
Frederick, Maryland



NOTE-- To be completed by well driller. Copy to be sent to the Frederick County Health Department within fifteen (15) days after completion of drilling.

HEALTH DEPARTMENT COMPLETION CERTIFICATE FOR PRIVATE WELLS

Owner of Property John E. Holtzinger, Jr. Driller AUSTIN R. MEYER
Address RD 5 Fred. Md Address WELL DRILLER
FREDERICK, MD.

Date 2/17/66

Exact location of property where well was drilled Braddock

If Subdivision: Name _____ Block No. _____ Lot No. _____

Permit No. F-66-W-476 (This is the number issued by the Department of Geology.)

Construction and performance characteristics of well

- (1) Diameter of largest bit 9"
- (2) Ground water encountered at None ft.
- (3) At what depth was first vein of water encountered 70 ft. Cased off: Yes _____ No
- (4) Total depth of well 460 ft. Standing water level in well below ground surface when not pumping 20 ft.
- (5) Casing: Diameter of casing 6 1/4" Length of metal casing 44 1/2'
Are casing joints water tight? Yes No _____ How were these joints sealed?
by welding _____
by treaded sleeve

Finished casing terminates 1 ft. above ground level 43 1/2' ft. below ground level.

(6) Well cement grouted: Yes _____ No To what depth _____ ft.
(if answer to No. 6 is NO an acceptable explanation in detail is necessary Retain)

(7) Yield of well: 3 gal. per min. No. of hours pump operated at this rate during test _____ hours _____ minutes.

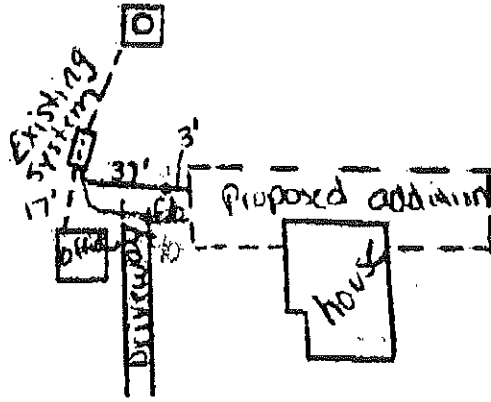
(8) Log of materials encountered during drilling slate

I hereby certify that the above information concerning this well is true and correct.

Austin Meyer
Well Driller
Dept. of Geology, Mines and Water Resources
License No. 269

PART III

Plan for sewage disposal system for premises described in Part I.



VOID

AFTER THIS DATE

12-31-87

NOTE: Notify the County Health Department at least **FORTY EIGHT (48) HOURS** before you are ready to cover installation so that inspection can be made for final approval.

REMARKS:

line from new bathroom was hooked into existing tank

NOTICE - READ CAREFULLY

The applicant for this permit is herewith advised that the property to be served by this system is in an area shown to be in the Frederick County Comprehensive Water and Sewerage Plan. The system for which this permit is issued is of a temporary nature and the applicant is herewith advised that it must be disconnected and connected to any such future community system if and when it becomes available to serve the property.



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 May 15, 2009 to Exclusive Right to Sell Brokerage Agreement dated May 14, 2009, between Owner(s) Ann J. Holtzinger and Broker Real Estate Teams, LLC. J.B. Powell for Property known as 6733 B South Clifton Road Frederick, MD 21703-5839

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

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # ALL
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

- Exhaust Fan(s) # ALL
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # 2
- w/remote(s) # 0
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

- Pool, Equip. & Cover
- Refrigerator(s) # 1
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # ALL
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

- Trash Compactor
- Wall Oven(s) # _____
- Water Filter
- Water Softener
- Window A/C Unit(s) # _____
- Window Fan(s) # _____
- Wood Stove

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 Electric Base Board
 Hot Water: Oil Gas Elec. Other _____
 Air Conditioning: Gas Elec. Other CAC - WINDOW units / 2 ZONE

Ann J. Holtzinger 05/15/2009
Owner Date
Ann J. Holtzinger

Owner Date

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AS IS ADDENDUM

ADDENDUM # _____ dated _____ to Contract of Sale dated _____, between
Buyer _____ and
Seller Ann J. Holtzinger for Property known as
6733 B South Clifton Road, Frederick, MD 21703-5839

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

Ann J. Holtzinger POA for Ann J. 05/15/2009
Seller Signature Date
Ann J. Holtzinger

Buyer Signature Date

Seller Signature Date

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NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM # _____ dated May 15, 2009 to the Contract of Sale dated _____, between Buyer _____ and Seller Ann J. Holtzinger for Property known as 6733 B South Clifton Road, Frederick, MD 21703-5839

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
 - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the smoke detectors will provide an alarm in the event of a power Outage; and
 - (x) **If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**

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

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

OR

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



Buyer _____ / _____

Seller

Ann J. Holtzinger
Ann J. Holtzinger



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

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

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

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

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

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

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

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

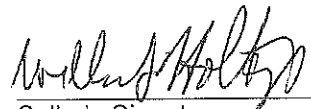
You may wish to obtain professional advice about the property or obtain an inspection of the property.

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

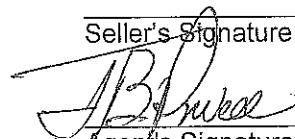
Buyer's Signature Date

Buyer's Signature Date

Agent's Signature Date

 PDA for 05/15/2009

Seller's Signature Date
Ann J. Holtzinger

 05/15/2009

Agent's Signature Date
J.B. Powell

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 6733 B South Clifton Road, Frederick, MD 21703-5839

Legal Description: TAX ID 11 24450635

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

Section 10-702 also requires the 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? _____

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

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# bedrooms)
Garbage Disposal [] Yes [] No
Dishwasher [] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Air Conditioning [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Hot Water [] Oil [] Natural Gas [] Electric Capacity _____ Age _____ [] Other _____

Handwritten note: Input PLS for WTD

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 material 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 Ann J. Holtzinger 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 _____

Handwritten signature and initials

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 *Ann J. Holtzinger POA for* Date May 15, 2009
Ann J. Holtzinger

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 _____



Real Estate Transfer Disclosure Statement



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF FREDERICK, STATE OF MARYLAND, DESCRIBED AS 6733 B South Clifton Road,
Frederick, MD 21703-5839

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 Ann J. Holtzinger *Per for* Date May 15, 2009

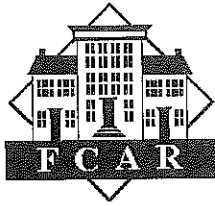
Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



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.

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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 Fredrick 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.

*WMA Per
RTM*

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

WMA *POA*
POA is not delinquent

Ann J. Holtzinger POA 05/15/2009
Seller *for* Date Buyer Date
Ann J. Holtzinger

Seller Date Buyer Date

Form: Frederick County Disclosure

FCAR© 9/06

Page 3 of 3

Property Address: 6733 B South Clifton Road, Frederick, MD 21703-5839 Year Constructed 1880

**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) WJK 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) LMA / 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) JBP 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.

Ann J. Holtzinger POA for 05/15/2009
Seller/Landlord Date
Ann J. Holtzinger

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

J.B. Powell 05/15/2009
Seller's/Landlord's Agent Date
J.B. Powell

Buyer's/Tenant's Agent Date





THIRD PARTY APPROVAL ADDENDUM

ADDENDUM # _____ dated 05/15/2009 to the Contract of Sale dated _____ ,
between Buyer _____ and
Seller Ann J. Holtzinger for Property known
as 6733 B South Clifton Road, Frederick, MD 21703-5839

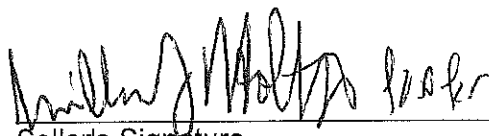
The Contract, including all addenda thereto, is contingent upon approval by _____
_____ (the "Third Party"). A Notice of approval is not
required. A Notice of disapproval is required.

Check one:

- Buyer is responsible for delivering written notice of disapproval, if any, to Seller.
- Seller is responsible for delivering written notice of disapproval, if any, to Buyer.

If the Contract is not approved by the Third Party, written notice of disapproval of the Contract must be delivered as indicated above within _____ (_____) days from the Date of Contract Acceptance. In the event written notice of disapproval is timely delivered, the Contract, without further notice, shall be null and void and of no further legal force and effect and all deposits shall be disbursed in accordance with the Deposit paragraph of the Contract. If written notice of disapproval is not timely delivered, this Addendum, without further notice, shall be null and void, and the Contract shall remain in full force and effect.

Buyer's Signature Date



Seller's Signature Date 05/15/2009
Ann J. Holtzinger

Buyer's Signature Date

Seller's Signature Date

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10/07

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

6733 B South C



SHORT SALE ADDENDUM
TO EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM # dated May 15, 2009 to Exclusive Right to Sell Brokerage Agreement
dated May 14, 2009, between Owner(s) Ann J. Holtzinger
and Broker Real Estate Teams, LLC. for Property known as
6733 B South Clifton Road, Frederick, MD 21703-5839

1. ACKNOWLEDGMENT OF SHORT SALE: Owner acknowledges that the amount of money
necessary to pay in full all loans, debts and obligations secured by lien(s) on the Property, including mortgage(s); deed(s)
of trust; line(s) of credit; unpaid property tax; IRS or State tax liens; judgments; Broker's Fee; and other customary and
necessary costs of sale (collectively "Loans/Liens") may exceed the current market value of the Property. Owner is aware
of Owner's options, including, but not limited to, 1) negotiating with secured lender(s) or creditor(s) ("Lender") to accept
payment in full the proceeds from the sale of the Property, less closing costs and monies owed to Lender ("Short Sale"); 2)
negotiating a modification of existing Loans/Liens, including a reduction of the current rate of interest or extension of time
to re-pay; 3) refinancing; 4) bankruptcy; 5) foreclosure; or 6) deed-in-lieu of foreclosure. Owner has elected to seek a Short
Sale of the Property. If Lender agrees to a Short Sale, the loan debt may not be forgiven entirely. In such event Owner may
be required to pay the difference as a personal obligation and Lender may obtain a judgment against Owner in any legal
proceeding to collect the difference. If the Loans/Liens is/are insured by FHA or guaranteed by VA, Owner may be
required to pay the difference.

2. SHORT SALE LENDER APPROVAL: In order to sell the Property as a Short Sale, Owner
acknowledges that any contract for the sale of the Property shall be contingent upon the written approval of Lender within
a specified time period as negotiated between Owner and any purchaser of the Property. Owner agrees to include a written
Third Party Approval Contingency addendum in any contract offer that Owner accepts.

3. REQUIREMENTS OF LENDER: Owner acknowledges that a Short Sale is subject to Lender approval.
Lender is not obligated to accept a Short Sale. Lender may impose conditions prior to consideration or approval of a Short
Sale, such as obtaining a new appraisal, or requiring Owner to demonstrate hardship or provide copies of tax returns, pay
stubs, assets, or other financial information. Lender may inform the IRS or credit reporting companies of the payment
shortage. Broker has no control over Lender's decisions. Owner agrees to indemnify Broker and to hold Broker harmless
for acts or omissions of Lender. The exact requirements of Lender may vary on a case-by-case basis.

4. COOPERATION BY OWNER: Owner acknowledges that time is critical in a Short Sale. Owner agrees
to diligently and in good faith cooperate fully and in a timely manner and to promptly provide any and all information,
documents, statements, or other written evidence as may be required or requested by Lender or Broker. Such information,
document(s), statement(s), or other written evidence may include, but not be limited to, W-2 forms, bank statements,
federal and state tax returns, profit and loss statements (if self-employed), financial information disclosing income, assets
and debts, and a letter from Owner stating the reasons for hardship to explain why Owner is unable to pay the balance
owed and the reason why the Lender should consider the Owner's request to approve a Short Sale. Owner acknowledges
that Lender's approval of a Short Sale may take weeks or months to obtain, if approved at all, and that Owner's request for
Lender approval of a Short Sale does not preclude Lender from initiating or consummating foreclosure proceedings.
Broker, in Broker's sole and absolute discretion, shall have the right to cancel the Listing Agreement in the event Owner
shall fail to cooperate with Lender or Broker by not providing all information, documents, statements or other written
evidence as required or requested, including the failure of Owner to respond timely to verbal or written communications
from Broker.

Broker ABA REALTOR logo

Owner [Signature]



5. **AUTHORIZATION TO COMMUNICATE WITH LENDER:** Owner hereby irrevocably and unconditionally authorizes Broker to contact and communicate (NOT NEGOTIATE) with Lender throughout the term of the Listing Agreement concerning the application by Owner for a Short Sale, the status of Lender's approval, and the Lender's approval of the Short Sale. Owner agrees to promptly execute any written authorization as required by Lender to permit Broker to discuss with Lender on behalf of Owner, on a continuous basis, during the term of the Listing Agreement, any and all issues relating, directly or indirectly, to the Short Sale.

6. **BROKER AUTHORITY:** Owner authorizes Broker to disclose to Lender, prospective purchasers and cooperating brokers, whether acting on behalf of Owner or prospective purchasers ("Cooperating Brokers"), that the sale of the Property is a Short Sale and subject to Lender approval. Owner further authorizes Broker to advise Cooperating Broker(s) that Broker may seek to reduce, on a pro-rata basis, the amount of compensation made by Broker through the Multiple Listing Service in the event Lender requires that Broker reduce the Broker's Fee to be paid by Owner, as a condition of the Lender's approval of the Short Sale. The authority as granted by Owner to Broker shall include information through the Multiple Listing Service, advertising, and any contract of sale.

7. **TAX CONSEQUENCES:** Owner acknowledges that if Lender agrees to accept less than full payment, the difference may result in taxable income to Owner even though Owner does not receive any cash proceeds from the sale. Owner may also be taxed on the gain in value of the Property from the date of Owner's purchase to the date of sale, regardless of the amount of any existing Loans/Liens. Owner acknowledges that Owner shall solely and exclusively rely upon the advice of Owner's accountant or attorney as to any and all tax consequences to Owner as a result of the sale of the Property. Owner warrants and represents that Owner has not and shall not rely or act upon any advice by Broker as to any and all tax consequences arising out of the sale of the Property.

8. **CREDIT CONSEQUENCES:** Owner acknowledges that a Short Sale may have a negative impact on Owner's credit rating even if a foreclosure process has not formally begun or once begun is not completed.

9. **TAX, CREDIT AND LEGAL ADVICE:** Broker has advised Owner to consult with legal, credit and tax counsel, prior to the execution of this Listing Agreement regarding the decision of Owner to seek a Short Sale. Owner further acknowledges that Owner is aware that Broker is not an attorney, credit counselor or accountant.

10. **LIMITATIONS AND INDEMNIFICATION OF BROKER:** Owner acknowledges that Broker will facilitate the Short Sale solely by communications between Owner and Lender. Broker shall have no authority to negotiate the terms and conditions of the Short Sale on behalf of Owner. All matters requiring action or decision by Owner shall be communicated to Owner by Broker for approval by Owner. Owner or Owner's legal or accounting representative is solely and exclusively responsible for direct negotiations with the Lender as to the debt owed. Owner agrees to indemnify and hold harmless Broker, Broker's agents, officers, principals and employees from any and all liability, of every type and nature, arising out of Broker's efforts to facilitate the Short Sale as contemplated in this Addendum or any action or decision by Lender.

Owner represents and warrants that Owner has read and understands the terms and conditions of this Addendum and that Broker has provided to Owner a fully executed copy of this Addendum.



Owner Ann J. Holtzinger

May 15, 2009

Date

Owner

Date



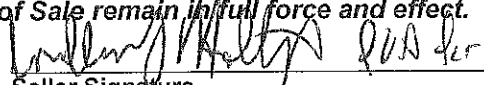
SHORT SALE ADDENDUM

ADDENDUM # _____ dated May 15, 2009 to Contract of Sale dated _____
between Buyer _____
and Seller Ann J. Holtzinger
for Property known as 6733 B South Clifton Road, Frederick, MD 21703-5839

1. **ACKNOWLEDGMENT OF SHORT SALE.** The Purchase Price in the Contract is insufficient to satisfy all debts and obligations secured by liens on the Property as well as to pay brokers' fees and other customary and necessary costs of the sale. Seller's ability to convey good and merchantable title under Paragraph 20 of the Contract is subject to obtaining releases on all liens and encumbrances. Because third parties will be asked to approve a lien payoff that is less than or "short of" the amount actually owed, this proposed transaction is referred to as a "Short Sale."
2. **THIRD PARTY APPROVAL OF SHORT SALE.** Buyer and Seller acknowledge that the Contract is contingent upon receipt of written approval of the Contract by Third Parties, including institutional lenders, mortgage insurers, bankruptcy trustees, federal, state and local tax authorities, and/or private parties. No later than five (5) days after the Date of Contract Acceptance, Seller shall submit the Contract to the Third Parties, together with any additional documentation required by the Third Parties, for review and approval.
3. **THIRD PARTY MODIFICATIONS.** Buyer and Seller acknowledge that the Third Parties may elect to request modifications to the terms of the Contract or refuse to approve the sale. If a Third Party requests modifications to the Contract, Seller shall, no later than three (3) days after Seller's receipt of the request, deliver a written notice of the requested modification to Buyer. The modifications shall not be binding upon Buyer or Seller without their mutual written consent.
4. **FAILURE TO OBTAIN THIRD PARTY APPROVAL.** If within _____ days after Contract Acceptance, Seller has not received third party approval as provided in Paragraph 2 of this Addendum or Buyer and Seller have not reached agreement as provided in Paragraph 3 of this Addendum, the Contract shall be deemed null and void and of no further force and effect. In such event, the Deposit shall be disbursed in accordance with Paragraph 19 of the Contract.
5. **OTHER OFFERS.** Unless otherwise agreed in writing, Seller may continue to market the Property after the Date of Contract Acceptance and to present subsequent offers received for the Property to the third parties.
6. **CREDIT, LEGAL AND TAX ADVICE.** Seller is hereby notified that a short sale may have credit, legal or tax consequences. Seller is advised to seek advice from an attorney, certified public accountant or other expert regarding the potential consequences of a short sale.
7. **TIMEFRAMES FOR INSPECTIONS, APPRAISAL AND FINANCING CONTINGENCIES.** Notwithstanding any provision of the Contract:
 - a. Timeframes for all inspections provided in the Contract shall be measured from:
 Date of Contract Acceptance; OR Date Seller delivers evidence of Third Party Approval to Buyer
 - b. Timeframe for Appraisal Contingency, if any, shall be measured from:
 Date of Contract Acceptance; OR Date Seller delivers evidence of Third Party Approval to Buyer
 - c. Timeframe for Financing Contingency, if any, shall be measured from:
 Date of Contract Acceptance; OR Date Seller delivers evidence of Third Party Approval to Buyer
 - d. Timeframe for Additional Deposit as provided in Paragraph 7(b) of the Contract, if any, shall be measured from:
 Date of Contract Acceptance; OR Date Seller delivers evidence of Third Party Approval to Buyer

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

Buyer Signature _____ Date _____


Seller Signature
Ann J. Holtzinger

05/15/2009
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

6733 B South C

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