

AUCTION PURCHASE AND SALE AGREEMENT

862 Lemmon St., Baltimore, MD 21201

Complete Property Address

This Auction Purchase and Sale Agreement (this "Agreement") is made by and between the undersigned owner ("Owner") and the undersigned Buyer ("Buyer").

Owner is the owner of real property and improvements (the "Property") described in the advertisement (the "Advertisement") attached as Exhibit A; if the Advertisement identifies more than one property to be sold at auction, then Exhibit A shall specify the Property purchased hereunder. Owner engaged Alex Cooper Auctioneers, Inc. ("Alex Cooper") to conduct a public auction of the Property, and Buyer is the successful bidder at such auction.

Now, therefore, in consideration of the premises and promises herein contained, the parties agree as follows:

1. Purchase and Sale.

a. Sale of Property; Purchase Price. Owner agrees to sell and convey, and Buyer agrees to purchase, the Property upon the terms and conditions herein set forth. The Property is sold in fee simple, or subject to a ground rent, as specified in the Advertisement. The purchase price ("Purchase Price") for the Property, being the amount bid by Buyer at the auction sale on the date hereof plus a ten percent (10%) Buyer's Premium, is

\$ 61,600

b. Deposits. Upon execution of this Agreement, Buyer shall make an earnest money deposit (the "First Deposit") as specified in the Advertisement. That amount necessary (the "Second Deposit") to bring the total deposit (the "Deposit", being collectively the First Deposit and the Second Deposit) up to the total amount or percentage specified in the Advertisement shall be paid to Alex Cooper in its office on or before the date specified in the Advertisement, in the form of cash, cashier's check or certified check. The Deposit shall be held in escrow by Alex Cooper in a non-interest bearing account. The Deposit shall be applied to the Purchase Price at Closing, and the Deposit, net of all amounts due by Owner to Alex Cooper, shall be paid to Owner at Alex Cooper's option either (i) at Closing or (ii) outside of Closing promptly following Closing.

c. Balance of Purchase Price. At the Closing, Buyer shall pay the Purchase Price, less the Deposit, in immediately available U.S. funds.

d. Default in Payment. If payment of Deposit or the Purchase Price is not paid within the specified periods or in the manner herein specified, the Buyer shall be in default, any Deposit paid will be forfeited by Buyer to Owner, and the Property may in Owner's sole discretion be resold at the risk and expense of the defaulting Buyer. If Owner does not resell the Property at the defaulting Buyer's risk, the Deposit shall constitute liquidated damages and Buyer shall be deemed to have agreed that the Deposit is a fair and reasonable amount to be retained by Owner as agreed and liquidated damages in light of Owner's removal of the Property from the market and the costs incurred by Owner, and shall not constitute a penalty or forfeiture. Owner is not required to accept any back-up bid nor is it obligated to negotiate with any back-up party. If Owner shall default under this Agreement prior to Closing or refuse or fail to convey the Property, the successful bidder's sole remedy therefore shall be either (1) to terminate this Auction Purchase and Sale Agreement and have the Deposit returned, or (2) seek the specific performance of this Agreement. In no event shall Alex Cooper be liable to the successful bidder for any default of the Owner.

2. Closing; Performance on Saturdays, Sundays and Holidays. Payment of the Purchase Price and the consummation of the transaction contemplated by this Agreement is called the "Closing." The Closing shall occur within the time period specified in the Advertisement, and shall be held at the office of Buyer's title company which unless Owner otherwise agrees shall be located within twenty miles of the Property. Whenever the date fixed for the payment of funds, the giving of notice, or the performance of any other provision of the is Agreement falls on a Saturday, Sunday, legal holiday or any day on which banking institutions in the city of payment or performance are authorized by law to close, then such payment, notice or performance need not be made on such date, but shall be made on the next succeeding business day with the same force and effect as if made on the date fixed (and, as to payments, no additional interest shall accrue on such payment if payment is made on such next succeeding business day).

3. Auction Sale Terms and Conditions. The parties agree that the terms and conditions established by Alex Cooper for real estate auction sales shall apply to this transaction, which terms and conditions are attached hereto and incorporated herein by reference as Exhibit B. If Buyer has bid on the Property through Alex Cooper's online bidding system, the parties agree that the terms and conditions established by Alex Cooper for online bidding at real estate auction sales shall apply to this transaction, which terms and conditions are set forth in an Addendum to this Agreement.. **BUYER ACKNOWLEDGES THAT THIS AGREEMENT AND SUCH TERMS AND CONDITIONS ARE POSTED AT [HTTP://APSA.ALEXCOOPER.COM](http://APSA.ALEXCOOPER.COM) AND IN THE DOCUMENT SECTION (THE "DOCUMENT SECTION") OF ALEX COOPER'S WEBSITE AND MOBILE APPLICATION PERTAINING TO THE PROPERTY, AND THAT BUYER HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE SAME, TOGETHER WITH THE ONLINE BIDDING TERMS AND CONDITIONS ADDUENDUM AND ALL OTHER DOCUMENTS IN THE DOCUMENT SECTION, BEFORE THE AUCTION AND BEFORE EXECUTING THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE DOCUMENTS IN THE DOCUMENT SECTION MAY BE UPDATED FROM TIME TO TIME AND THAT BUYER HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE SAME IMMEDIATELY PRIOR TO THE AUCTION OR OTHER SALE OF THE PROPERTY AND BUYER'S SIGNING OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT IT HAS HERETOFORE CONDUCTED ANY AND ALL DUE DILIGENCE AND THAT IT IS PURCHASING THE PROPERTY "AS IS" "WHERE-IS", SUBJECT TO ANY AND ALL VIOLATION NOTICES OR REQUIREMENTS NOTED OR ISSUED BY ANY GOVERNMENTAL ENTITY; THIS AGREEMENT IS NOT CONTINGENT UPON ANY INSPECTIONS OF THE PROPERTY, OF ANY LEASES PERTAINING TO THE PROPERTY, OR OTHERWISE. THE TERMS AND CONDITIONS CONTAIN FURTHER DISCLAIMERS, WAIVERS, TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED AS PART OF THIS AGREEMENT.**

4. Title. At Closing, Owner shall convey good and marketable title, subject to all easements, covenants, restrictions, or other declarations or agreements of record, or which may be observed by an inspection of the Property; provided that Owner shall discharge any mortgages, deeds of trust, tax liens, judgments, mechanic's liens or other monetary encumbrances against the Property. Buyer expressly assumes the risk that matters of record, and/or matters which may be observed by an inspection of the Property, and/or zoning laws, may restrict or prohibit the use of the Property for the purposes intended by Buyer. If Owner is unable to convey title as above specified, then Owner shall have the option to extend the Closing Date by sixty (60) days or for such longer period as Owner and Buyer may agree to in writing (the "Title Extension Period"), during which period Owner may seek to cure title matters; if Owner declines to extend the Closing Date or is unable to cure title matters during any Title Extension Period, then this Agreement shall be terminated and the Deposit returned to Buyer in which event there shall be no further liability or obligation on either of the parties hereto. In the event that there is a Title Extension Period and the Advertisement specifies that interest accrues on the Purchase Price from the date of the auction through the Closing Date, interest shall accrue through last day preceding the commencement of the Title Extension Period but not during the Title Extension Period. In the event that there is a Title Extension Period and the Advertisement specifies that Closing adjustments are to be as of the date of the auction, then Closing adjustments instead shall be made as of the last day preceding the commencement of the Title Extension Period.

5. Closing Costs and Prorations.

a. The cost of all documentary stamps, recordation taxes and transfer taxes, relating to the conveyance of the Property shall be paid by Buyer; provided, however, that if the Property is improved residential real property, and if Buyer is a first time Maryland homebuyer as defined in MD Tax Property Code §13-203(b), as from time to time amended, who will occupy the Property as Buyer's personal residence, then Owner shall pay the state transfer tax of 0.25% to the extent required by law. Any and all other costs of settlement, including, but not limited to, fees or costs for title examination, title insurance, recording fees, notary fees and lien and judgment reports shall be paid by Buyer. Except as otherwise specifically provided in this Agreement, each party shall bear its own costs in performing its obligations under this Agreement including, without limitation, its own attorneys' fees.

b. The following items pertaining to the Property are to be prorated or adjusted in accordance with Exhibit A, Advertisement, and thereafter assumed by Buyer: any ground rent, special assessment liens, sewer charges, and operating or utility charges actually collected, billed, or paid as of the date of Closing; real property taxes; utilities; rental, additional rental and any other charges under all leases; and any other items expressly provided to be adjusted in Exhibit A. All prorations and Closing adjustments shall be made on the basis of a 365 day calendar year. All such prorations and adjustments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments;

the party receiving more than it was entitled to hereunder shall reimburse the other party hereto in the amount of such overpayment within thirty (30) days after receiving written demand therefore. Rents received from tenants at the Property after Closing shall be applied first on account of rent due for the month in which the Closing shall have occurred, or the immediately preceding calendar month. Additional sums received shall be next applied to rents due for periods after the Closing until current, and any remaining sums received shall be applied thereafter to amounts due for periods preceding the Closing. Owner reserves the right to receive from Buyer all rentals received after Closing and applicable to periods preceding the Closing together with refunds received after the Closing of any sums paid by Owner prior to Closing. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustment if no such adjustments have been requested within ninety (90) days after Closing. The foregoing provisions shall expressly survive the Closing.

c. All security deposits held by Owner, and any interest as may be accrued thereunder in accordance with the terms of any leases, shall be delivered by Owner to Buyer at Closing.

6. Closing Documents and Matters.

a. Preparation for Closing. Within seven business days following the date of this Agreement, Buyer shall engage the services of an attorney and/or title company to examine title, to prepare all documents to be executed at Closing, and to conduct Closing, all at Buyer's sole cost.

b. Financing. Buyer's obligations under this Agreement are **NOT CONTINGENT** upon Buyer securing any financing in the purchase of the Property. If Buyer chooses to seek financing, Buyer may do so at Buyer's sole risk and expense by submitting a mortgage application to a mortgage lender or mortgage broker within five business days from the date of this Agreement, but the failure to apply for or secure financing in the amount or time or terms desired by Buyer shall not excuse Buyer from timely performance of all obligations under this Agreement. Owner agrees to grant access to the Property for appraisals sought by Buyer, but if the Property is leased to one or more third parties Owner agrees only to request that the tenant(s) grant such access; this Agreement is **NOT CONTINGENT** upon the conduct or results of any appraisal.

c. Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered the following original documents, each acknowledged and executed (as appropriate): (a) any evidence of the authority of any permitted assignee of Buyer to consummate the transaction contemplated hereby that is reasonably requested by the title company; (b) a Settlement Sheet and (c) such other documents as may be reasonably requested by the title company and which are both consistent with this Agreement and customarily executed in Maryland by a Buyer to effectuate the conveyance of real property. At Closing, Buyer shall cause to be paid to Owner the balance of the Purchase Price as herein required.

d. Owner's Deliveries. Buyer shall cause Buyer's title company or attorney to prepare at Buyer's cost the following original documents, each of which shall be acknowledged and executed by Owner (as appropriate) at the Closing: (a) a special warranty deed with covenants of further assurances; (b) an Affidavit pursuant to the Foreign Investment in Real Property Tax Act; (c) an Owner's Title Affidavit on a commercially reasonable form; (d) a Settlement Sheet; and (e) such other documents as may be reasonably requested by the title company and which are both consistent with this Agreement and customarily executed in Maryland by a Owner to effectuate the conveyance of real property.

e. Possession. Buyer shall be entitled to possession of the Property at the conclusion of Closing subject only to the matters expressly permitted by or pursuant to this Agreement.

f. Utility Deposits and Service Agreements. Effective upon Closing, Owner may notify the utility companies serving the Property of the sale hereunder and direct such companies to (i) return to Owner any deposit or deposits posted by Owner, (ii) terminate Owner's guaranty of any accounts effective on the date of Closing, and (iii) direct to Buyer all bills for services provided to the Property on and after the date of Closing. Any service contracts relating to the Property shall be terminated by Owner as of Closing, unless Buyer chooses to assume same.

7. Risk of Loss. The Property is to be held at the risk of the Owner until legal title has passed to the Buyer. If, prior to the time legal title has passed to the Buyer, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Contract, at the option of the Buyer, shall be null and void and of no further effect, and the Deposit shall be returned promptly to the Buyer; or, if Owner and Buyer so agree, the parties shall proceed to settlement and all insurance proceeds on the Property (but excluding insurance proceeds on Owner's possessions not sold hereunder) shall be assigned by Owner to Buyer.

8. §1031 Exchange. Owner may make its sale of the Property a part of a qualifying exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer agrees to cooperate with Owner (without cost to Buyer) in the completion of such exchange, and shall execute such documents as directed by Owner in connection therewith.

9. Chesapeake and Atlantic Coastal Bays Critical Areas. Buyer is advised that all or a portion of the Property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in such areas. The "Critical Area" generally consists of all land and water areas within 1000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of the tidal tributaries. The "Critical Area" also includes the waters of all lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of the tidal tributaries to the head of tide. Buyer has made such investigations as to "Critical Areas" as Buyer deems necessary prior to executing this Agreement. This Agreement IS **NOT CONTINGENT** upon "Critical Areas" inspections, permits or other "Critical Areas" approvals or issues.

10. Wetlands. If all or a portion of the Property is wetlands, the approval of the U.S. Army Corps of Engineers may be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. Buyer has made such investigations as to wetlands on the Property as Buyer deems necessary prior to executing this Agreement. This Agreement IS **NOT CONTINGENT** upon wetland inspections, permits or other wetland approvals or issues.

11. Miscellaneous.

a. No alteration, modification, or interpretation of this Agreement shall be binding unless in writing and signed by both parties.

b. If any provision of this Agreement or any application to any party or circumstances shall be determined by any court having jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, except that, if as a result thereof, the consideration to be paid to Owner under this Agreement is diminished in any material respect, Owner shall have the option, upon written notice to Buyer, to terminate this Agreement. If this Agreement is so terminated, Owner shall direct the Alex Cooper to return the Deposit to Buyer, and neither party shall have any liability to the other.

c. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

d. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

e. Time is of the essence of this Agreement.

f. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

g. For the purpose of complying with Internal Revenue Service reporting requirements for this transaction, the Title Company shall be obligated to prepare and file the 1099-S form (and any necessary supporting documentation), and Owner and Buyer shall cooperate with any requests from the Title Company in connection therewith.

h. Subject to the dispute resolution provisions of Section 13 of this Agreement, Owner, Buyer and Alex Cooper submit to the personal jurisdiction and venue of the Circuit Court and/or District Court for Baltimore County, Maryland, or any other court with proper venue and personal jurisdiction over the parties, in any action arising out of or relating to this Agreement.

12. Notices. Any notices or requests required or permitted to be given hereunder shall be (i) hand delivered, or (ii) sent by Federal Express or similar overnight service for next business day delivery, or (iii) sent by

U.S. certified mail, return receipt requested, in all cases addressed to the parties at their respective addresses set forth below their signatures to this Agreement, or, in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Notice shall be considered given as of the date of hand delivery; one business day after delivery to the overnight delivery service, or three (3) business days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, *provided that* the giver of notice can establish that notice was given as set forth herein.

13. DISPUTE RESOLUTION; ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. In the event mediation is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The dispute shall be heard by one (1) arbitrator who shall be appointed as provided in the AAA Commercial Arbitration Rules. This Section 13 shall not preclude Alex Cooper from filing an interpleader action in a court of competent jurisdiction pursuant to Section 15, below.

14. Persons Signing on Behalf of an Entity or under Power of Attorney. If an individual signing this Agreement (the "Signer") is identified as acting on behalf of an entity (an "Entity"), then the Signer personally represents that at the date of this Agreement: (a) the Signer is duly authorized to sign on behalf of and legally bind such Entity to this Agreement; and (b) that such Entity is lawfully in existence, is in good standing, and that there is no legal impediment to such Entity entering into this Agreement. If Signer is identified as acting on behalf of another individual (a "POA Grantor") pursuant to a Power of Attorney, then the Signer personally represents that at the date of this Agreement: (a) the Signer is duly authorized to sign on behalf of and legally bind to this Agreement the POA Grantor; and (b) the Power of Attorney is in effect, legally valid and has not been revoked. In the event that any of the foregoing representations is incorrect, then the Signer shall be personally liable for all obligations of the Entity or POA Grantor under this Agreement as if the Signer had signed this Agreement in the Signer's individual capacity, and the Deposit shall be treated as if paid by the Signer; provided, however, that the Entity or POA Grantor identified in this Agreement shall not be relieved of any obligations it may have under this Agreement. Owner and/or Alex Cooper may (but shall not be required to) heretofore or hereafter request evidence of the foregoing representations, satisfactory to the requesting party in its sole and absolute discretion; however, the failure to request such evidence and/or the acceptance and/or reliance thereon will not relieve the Signer of personal liability in the event that any of the foregoing representations is incorrect.

15. Provisions Regarding Alex Cooper. The following provisions are applicable to Alex Cooper as Escrow Agent. Alex Cooper shall hold and disburse the Deposit in accordance with the terms and provisions of this Agreement and shall cause the Deposit to be applied in accordance with the provisions hereof. In the event this Agreement shall be terminated by the mutual written agreement of the parties, then Alex Cooper shall pay the Deposit in accordance with written instructions directed to Alex Cooper and signed by the parties hereto authorizing Alex Cooper to disburse the Deposit in accordance with the terms and conditions of such written instructions. In the event that Alex Cooper shall be unable to determine at any time to whom the Deposit should be paid or a dispute shall develop between the parties concerning to whom the Deposit should be paid, then, unless Alex Cooper shall have received written instructions from the parties within ten (10) days after Alex Cooper has served a written request upon the parties for instructions authorizing Alex Cooper to disburse the Deposit in accordance with such written instructions, Alex Cooper shall have the right by bill of interpleader to pay the Deposit, less the reasonable expenses of Alex Cooper, as hereinafter set forth, into a court having jurisdiction and interplead the parties in respect thereof (notwithstanding the mediation and binding arbitration provisions in Section 13, above), and thereafter Alex Cooper shall be discharged of any obligations in connection with this Agreement. All reasonable costs or expenses incurred by Alex Cooper because of litigation or dispute between the parties arising out of the holding of the Deposit in escrow shall be paid by the losing party and charged and assessed as court costs in favor of the prevailing party. Except for such costs or expenses, no fee or charge shall be due or payable to Alex Cooper for its services as escrow holder. The parties agree that Alex Cooper assumes no liability in connection herewith except for its gross negligence or willful misconduct. Alex Cooper is authorized to disregard any notices received by it except communications expressly provided for herein and all orders and processes of any court pertaining hereto. Alex Cooper shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its reasonable judgment. Alex Cooper shall be fully protected in relying on any written notice, certificate, or other communication which it in good faith believes to be genuine.

16. **JURY TRIAL WAIVER.** THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND AGREE THAT ANY DISPUTE HEREUNDER (INCLUDING WITHOUT LIMITATION ANY DISPUTE WITH ALEX COOPER) SHALL BE DECIDED PURSUANT TO SECTIONS 13 AND 15; NONETHELESS, ANY JUDICIAL PROCEEDINGS PERMITTED HEREUNDER OR PERMITTED BY A COURT TO PROCEED SHALL BE DECIDED SOLELY BY A JUDGE (WITHOUT THE USE OF A JURY) SITTING IN A COURT HAVING JURISDICTION. THIS JURY TRIAL WAIVER PROVISION SHALL SURVIVE THE CLOSING AND THE TERMINATION OF THIS AGREEMENT.

17. **COUNTERPARTS/ELECTRONIC SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile transmission, scanned attachment to email, or other electronic signature, which shall be deemed to be valid and as effective as original signatures once delivered to the other party.

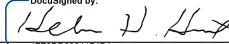
18. **INTENDED THIRD PARTY BENEFICIARY.** Alex Cooper is an intended third party beneficiary of this Agreement.

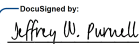
19. **NO MODIFICATION.** THIS AGREEMENT HAS BEEN PROVIDED BY AUCTIONEER TO OWNER AND BUYER; THE LANGUAGE OF THE AGREEMENT AS SO PROVIDED IS THE "MASTER AGREEMENT". OWNER AND BUYER EACH WARRANT THAT THEY HAVE NOT IN ANY WAY CHANGED (BY INSERTION, DELETION, MODIFICATION, ETC.) ANY LANGUAGE FROM THE LANGUAGE APPEARING IN THE MASTER AGREEMENT, UNLESS ANY SUCH CHANGE HAS BEEN EXPRESSLY AND SPECIFICALLY AGREED TO BY AUCTIONEER AND OWNER AND BUYER AND HAS BEEN AND INITIALED BY ALL OF THEM. IN THE EVENT OF ANY CHANGE IN THE LANGUAGE HEREIN NOT SO INITIALED BY AUCTIONEER AND OWNER AND BUYER, SUCH CHANGE SHALL BE DISREGARDED AND CONCLUSIVELY DEEMED REPLACED BY THE APPLICABLE LANGUAGE OF THE MASTER AGREEMENT WHICH SHALL BE DEEMED INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date below.

OWNER or OWNER'S AGENT:

BUYER:

DocuSigned by:

17E0D009641F4D1 (Seal)

DocuSigned by:

20CC2C0385314F2 (Seal)

Name: Helen H. Hunt

Name: Jeffrey W. Purnell and/or assigns

Date: 10/12/2022

Date: 10/12/2022

Address: 13211 Dulaney Valley Rd.

Address: 2320 Bulls Sawmill Rd

Glen Arm, MD 21057

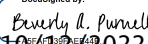
Freeland, MD 21053

Telephone: 410-274-5387

Telephone: 443-994-5101

Email: helen13211@aol.com

Email: jwpurnell1@gmail.com

DocuSigned by:

10/12/2022

Name: Beverly A. Purnell and/or assigns

Phone: 443-910-3223

Email: Purnell2000@gmail.com

Acknowledgement of Receipt of Deposit in the amount of \$ 6,160 _____:

By  10/13/2022
Jared Block

on behalf of Alex Cooper Auctioneers, Inc.
908 York Road
Towson, MD 21204

INTENTIONALLY BLANK

Exhibit A
Advertisement

862 Lemmon St., Baltimore, MD 21201

In Fee-Simple

10% BUYER'S PREMIUM ADDED TO THE HAMMER PRICE

Summary of Terms of Sale: A \$5,000 credit card hold, cashier's check or wire transfer is due prior to the auction. The buyer is required to have a deposit in the amount of 10% of the purchase price or \$5,000, whichever is greater within 1 business day after the auction in the auctioneer's office. The deposit is required to be in the form of a cashier's check or wire transfer. If a credit card hold was used it will be released by the auctioneer upon the receipt of the 10% deposit. If payment of the additional deposit or the balance of the purchase price is not made within the specified periods, the deposit will be forfeited and the property may be resold at the risk and expense of the defaulting purchaser. Settlement is 45 days from the sale date. All expenses, including real estate taxes, sanitary and/or metropolitan district charges, special assessment and private utility charges are to be adjusted to date of settlement and assumed thereafter by the purchaser. Cost of all documentary stamps, settlement costs and transfer taxes to be paid by the purchaser. The property will be sold in "As is" condition without express or implied warranty as to the nature and description of the improvements. The property will be sold subject to easements, agreements, restrictions or covenants of record affecting the same, if any. Dimensions and acreage are more or less. Time is of the essence as to the terms of this contract. Alex Cooper Auctioneers is acting as agent for the Owner in this transaction. Alex Cooper Auctioneers is not acting as agent for the successful bidder. Any buyer-broker is acting as an agent for the successful bidder and is not a sub-agent of Alex Cooper Auctioneers.

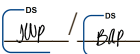
Sellers Initials:  Buyers Initials: 

Exhibit B
Auction Sale Terms and Conditions

1. Property Information. **THE PROPERTY SHALL BE SOLD IN "AS-IS" CONDITION** (as more fully described in the Disclaimer in Section 14 of these Terms and Conditions), subject to any state of facts an accurate survey or personal inspection of the Property may reveal, rights of tenants and parties in possession, if any, any existing rights-of-way, easements, encroachments, restrictive covenants, matters of record, zoning regulations, governmental agency regulations, notices of violations of law or municipal ordinances, environmental conditions, leases, adverse possession, restrictions, sewer assessments, and any code violations issued or noted by any governmental entity, if applicable, and subject to water and sewer use charges and assessments, if any. No improvements or repairs to the Property are required to be made by Owner.

2. Bidder Registration. All persons or entities intending to bid must register with Alex Cooper prior to commencement of the auction and provide evidence that they are in possession of a cashier's check, certified check, or cash in the amount of the deposit stated in Alex Cooper's advertisements for the sale. Immediately upon the conclusion of the auction, the successful bidder shall pay the stated deposit to Alex Cooper by cashier's check, certified check, or cash. If a bidder is participating via our Online Bidding Platform, please refer to the online bidding addendum found in the Document Section of the Property's website listing; the online bidding addendum is also available electronically when a bidder registers to bid on the property online.

3. Auction Purchase and Sale Agreement. Immediately upon the conclusion of the auction, the successful bidder must execute and deliver a completed Auction Purchase and Sale Agreement ("Auction Purchase and Sale Agreement"), in the form established by Alex Cooper, which is available for inspection prior to the auction. **ALL PERSONS INTENDING TO BID AT THE AUCTION ARE ADMONISHED PRIOR TO THE AUCTION TO REVIEW THE AUCTION PURCHASE AND SALE AGREEMENT AND ITS EXHIBITS AND ADDENDA, AND ALL OTHER DOCUMENTS IN THE DOCUMENT SECTION, AND TO CONSULT WITH LEGAL COUNSEL WITH RESPECT THERETO. BUYER ACKNOWLEDGES THAT THE DOCUMENTS IN THE DOCUMENT SECTION MAY BE UPDATED FROM TIME TO TIME AND THAT BUYER HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE SAME IMMEDIATELY PRIOR TO THE AUCTION OR OTHER SALE OF THE PROPERTY AND BUYER'S SIGNING OF** Auction Purchase and Sale Agreement. The fully executed Auction Purchase and Sale Agreement (together with all Exhibits) shall control all terms and conditions of the sale. The Closing Date shall be as specified in the Auction Purchase and Sale Agreement. No changes to the terms of the Auction Purchase and Sale Agreement will be permitted. If for any reason the successful bidder fails or refuses to deposit the required funds and/or execute the Auction Purchase and Sale Agreement immediately upon conclusion of the auction, the Owner reserves the right to declare the successful bidder's rights void, any deposit forfeited, and may auction the Property once again at the successful bidder's risk.

4. Alex Cooper's Notice Of Agency Relationship. Alex Cooper is acting as agent for the Owner in this transaction. Alex Cooper is not acting as agent for the successful bidder. Any buyer-broker is acting as an agent for the successful bidder and is not a subagent of Alex Cooper.

5. Property Inspection. In addition to the matters set forth in the Disclaimer in Section 14 of these Terms and Conditions, all bidders are advised as follows: 1) It is the bidder's responsibility to inspect the Property, the improvements located thereon and the immediate surroundings, and to be satisfied as to its condition prior to the auction, and to inquire of public officials as to the applicability of and compliance with land use laws, codes, ordinances, zoning laws and any subdivision laws and regulations, 2) Any and all materials provided by the Owner or Alex Cooper, including, but not limited to, photographs, directions, square footages, dimensions, acreages, zoning, leases, maintenance fees, association dues, taxes, dates or ages of the Property, operating statements, rental income, security deposits, etc. are believed by the Owner to be correct; however neither Owner nor Alex Cooper make any guarantee or warranty as to the accuracy or completeness of such information.

6. Open House; Property Condition. The Property may currently be occupied by tenants and may not have been fully available for inspection. Nonetheless, the Property is sold **"AS IS, WHERE IS, WITH ALL FAULTS"** even if the successful bidder has not had the opportunity to inspect all portions of the Property or of the leases with tenants; all bidders shall take such circumstances into account in bidding at the auction and signing the Auction Purchase and Sale Agreement.

7. Terms Of Sale. The Deposit shall not be refundable except in the case of a material default by Owner under Auction Purchase and Sale Agreement. A defaulting buyer is not entitled to any surplus profits or any compensation and the sale is void.

8. Buyer's Premium. There will be a Buyer's Premium, as specified in Section 1 of the Purchase and Sale Agreement, added to the high bid price to arrive at the total contract price for the Property to be paid by the successful bidder at closing. It is not a separate fee paid by the successful bidder.

9. Closing Adjustments. Closing adjustments shall be as set forth in Auction Purchase and Sale Agreement.

10. Closing. Closing provisions shall be as set forth in Auction Purchase and Sale Agreement.

11. Auction with Reserve. Unless otherwise expressly stated in auction advertisements, the Property is offered subject to a reserve. A reserve is the minimum price that the Owner is willing to accept for the Property, which may or may not be disclosed, and which may be determined or modified at any time by written or verbal communication between the Owner and Alex Cooper through the conclusion of the auction sale for the Property. It is important for all bidders to know that Alex Cooper may open the bidding on the Property by placing a bid on behalf of the Owner, and may continue to bid on behalf of the Owner up to the amount of the reserve price, either by placing consecutive bids or by placing bids in response to other bidders. Owner may make or procure bids at the auction up to the amount of the reserve price on its own behalf or through an agent, and Alex Cooper may receive such bids.

12. Acceptance and Rejection of Bids; Miscellaneous. Alex Cooper may in its sole and absolute discretion (1) cancel the auction sale at any time; (2) modify or change the terms and conditions of sale, by oral or written announcement, prior to or during the auction (and all such announcements shall take precedence over all advertisements, these Terms and Conditions, and any Property information files); (3) deny any person the opportunity to bid and expel anyone who in any way disrupts or attempts to disrupt an auction; (4) accept or reject, on Owner's behalf, any back-up bid in the event any Buyer defaults. All decisions of Alex Cooper are final as to the methods of bidding, disputes among bidders, increments of bidding, priority of bidders and any other matters that may arise before, during or after the auction.

13. Ground Rent: If the Property is subject to a ground rent, then Buyer is advised that if said ground rent is not timely paid, the reversionary owner of the ground rent may bring an action of ejectment against Buyer pursuant to Maryland law. As a result of such ejectment action, the reversionary owner of the ground rent may be discharged from the lease and obtain title to the property in fee. If neither the auction contract nor the advertisement attached thereto as Exhibit A disclose the ground rent, then the parties agree to reduce the purchase price by any reversion price for the ground rent provided in the lease creating the ground rent; or if such lease does not provide a reversion price then by the annual ground rent amount capitalized at the rate of 4% if the lease creating the ground rent was executed prior to April 6, 1888, or 6% if the lease creating the ground rent as executed after April 5, 1888 and prior to July 1, 1982, or 12% if the lease creating the ground rent was executed on or after July 1, 1982.

14. DISCLAIMERS.

a. **THE PROPERTY IS SOLD IN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION, WITH ALL EXISTING DEFECTS (PATENT AND LATENT). THE SUCCESSFUL BIDDER SHALL BE DEEMED TO ACCEPT ALL FAULTS OF THE PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. OWNER AND ALEX COOPER AND THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, AND DIRECTORS SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, THAT IS FURNISHED BY THEM OR BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT OWNER AND ALEX COOPER AND THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, AND DIRECTORS, HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OR AS TO CONCERNING OR WITH RESPECT TO:**

- i. THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY;
- ii. THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;
- iii. THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BIDDERS, OR THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS;
- iv. CONSTRUCTION MATERIALS AND/OR HAZARDOUS MATERIALS, INCLUDING WITHOUT LIMITATION FALME RETARDANT TREATED PLYWOOD (FRT), RADON, RADIUM, MOLD SPORES, UREA FORMALDEHYDE FOAM INSULATION (UFFI), SYNTHETIC STUCCO (EIFS), ASBESTOS, POLYBUTYLENE PIPING, OR LEAD BASED PAINT;
- v. WATER QUANTITY, QUALITY, COLOR OR TASTE, OR OPERATING CONDITIONS OF PUBLIC AND/OR PRIVATE WATER SYSTEMS;
- vi. LOCATION, SIZE OR OPERATING CONDITION OF ANY ON-SITE SEWAGE DISPOSAL SYSTEMS, OR ACCESS OR LACK OF ACCESS TO ANY PUBLIC SEWER SYSTEMS;
- vii. THE EXTENSIONS OF PUBLIC UTILITIES BY LOCAL MUNICIPAL AUTHORITIES, EXISTENCE OR AVAILABILITY OF PUBLIC UTILITIES, AND ANY ASSESSMENTS, FEES OR COSTS FOR PUBLIC UTILITIES WHICH MIGHT BE IMPOSED BY LOCAL MUNICIPAL AUTHORITIES SHOULD PUBLIC UTILITIES BE EXTENDED OR AVAILABLE TO THE PROPERTY;
- viii. LOT SIZE AND EXACT LOCATION;
- ix. AIRPORT OR AIRCRAFT NOISE, PLANNED LAND USE, ROADS OR HIGHWAYS;
- x. THE VALUE, NATURE, QUALITY OR CONDITION OF THE SOIL AND GEOLOGY; THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUFFICIENCY OR UNDER SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON;
- xi. THE INCOME TO BE DERIVED FROM THE PROPERTY, AND THE EXPENSES OF OWNING AND/OR LEASING AND/OR OPERATING THE PROPERTY;
- xii. THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE SUCCESSFUL BIDDER MAY CONDUCT THEREFROM;
- xiii. THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;
- xiv. THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE;
- xv. THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION, THE "AMERICANS WITH DISABILITIES ACT" OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE (AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 261), OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE (AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER); OR

xvi. ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

b. ALL BIDDERS, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY (WHETHER OR NOT ACCESS HAS BEEN RESTRICTED BY SELLER AND/OR TENANTS), SHALL RELY SOLELY ON THEIR OWN DUE DILIGENCE OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OWNER OR ALEX COOPER. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF OWNER OR ALEX COOPER WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION ALL INFORMATION CONTAINED IN ANY PROPERTY INFORMATION PACKAGE MADE AVAILABLE BY OWNER OR ALEX COOPER, IS OBTAINED FROM A VARIETY OF SOURCES, BUT NEITHER OWNER NOR ALEX COOPER HAVE MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND BIDDERS ARE NOT ENTITLED TO RELY UPON SUCH INFORMATION FOR ANY PURPOSE.

c. THE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE FULLY AND IRREVOCABLY RELEASED OWNER AND ALEX COOPER AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS THAT SUCH BIDDER MAY HAVE OR ACQUIRE AGAINST OWNER AND/OR ALEX COOPER, THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH THE SUCCESSFUL BIDDER IS AT THE TIME OF AUCTION UNAWARE OR WHICH THE SUCCESSFUL BIDDER DOES NOT SUSPECT TO EXIST WHICH, IF KNOWN, WOULD MATERIALLY AFFECT THIS RELEASE. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN AGREED UPON TO REFLECT THAT THE PROPERTY IS SOLD SUBJECT TO THE FOREGOING.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENTProperty Address: **862 Lemmon St, Baltimore, MD 21201-1045**

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers 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 _____ (# of bedrooms)	Other Type _____
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 _____

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 _____

Comments: _____

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: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☐ Yes ☐ No

Are the smoke alarms over 10 years old? ☐ Yes ☐ No

If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No

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: _____

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: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐ Yes ☐ No ☐ Does Not Apply ☐ Unknown

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

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

Seller(s) _____ Date _____
Helen H. Hunt

Seller(s) _____ 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 _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(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 seller(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 seller(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.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☒ No If yes, specify:

Seller DocuSigned by: Helen H. Hunt Date 8/26/2022
 Seller _____ 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 DocuSigned by: Jeffrey W. Purnell Date 10/12/2022
Jeffrey W. Purnell and/or assigns
 Purchaser DocuSigned by: Beverly A. Purnell Date 10/12/2022
Beverly A. Purnell and/or assigns



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

862 Lemmon St

Property Address: Baltimore, MD 21201-1045

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): LSL 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. 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) LSL 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) LSL 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).

Reports Attached

(ii) / 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) JWP / BJP Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.(d) JWP / BJP 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) JWP / BJP 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) JWP 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.

DocuSigned by: Helen H. Hunt 8/26/2022
 Seller/Landlord Date
 Helen H. Hunt

Seller/Landlord Date

DocuSigned by: Jared Block 8/26/2022
 Seller's/Landlord's Agent Date
 Jared Block



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TENANT OCCUPIED ADDENDUM

ADDENDUM dated 10/12/2022 to Contract of Sale
 between Buyer Jeffrey W. Purnell & Beverly A. Purnell and/or assigns
 and Seller Helen H. Hunt
 for Property known as 862 Lemmon St, Baltimore, MD 21201-1045

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

1. **BUYER TAKES PROPERTY SUBJECT TO EXISTING LEASE:** Buyer agrees to take title to Property subject to the existing lease(s).
2. **RECEIPT OF COPY OF LEASE:** Buyer acknowledges receipt of a copy of the lease(s) and has read and understands the provisions.
3. **TRANSFER OF SECURITY DEPOSIT:** Pursuant to Section 8-203 (d)(4) of the Real Property Article of the Annotated Code of Maryland, Seller agrees to transfer to Buyer the security deposit(s) in the amount of Seven Hundred Dollars (\$ 700.00), together with statutory interest which has accrued from the date of receipt to the Date of Settlement.
4. **ADJUSTMENT OF RENT:** Seller agrees to adjust and apportion collected rents as of the Date of Settlement and transfer same to Buyer at Settlement.
5. **NOTICE TO TENANT:** At Settlement, Seller shall deliver to Buyer a letter to tenant(s), signed by Seller advising tenant(s) of the following:
 - a. The Property has been sold;
 - b. The name and address of Buyer;
 - c. That the security deposit(s), plus accrued interest, has been transferred to Buyer; and
 - d. Directions to tenant(s) to make all future payments of rent to Buyer at the address as set forth in the Notice to Tenant(s).
6. **SELLER DISCLOSURE OF BREACH OF LEASE AND/OR LEGAL/ADMINISTRATIVE ACTION:** Seller discloses the following information if any regarding tenant's default under the lease(s), court actions related to lease(s), administrative claims related to lease(s), violations of any federal, state, or local law or regulation related to lease(s) **(if none, state none):**
7. **RENTAL LICENSE/REGISTRATION DISCLOSURE:** A rental license and/or registration is (Seller to Initial one) OR 1 is not required to rent the Property. Buyer is advised that Seller's rental license may not be transferrable to Buyer and that Buyer may need to secure a new rental license.
8. **MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978, a separate Maryland Lead Poisoning Prevention Program Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at:
<http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.
NOTE: MDE Lead Registration is not transferrable.
9. **NOTICE REGARDING PROTECTIONS FOR TENANTS LIVING IN FORECLOSED PROPERTIES:** The Protecting Tenants at Foreclosure Act, a federal law, affords protections for bona fide tenants living in foreclosed properties. Protections under this law include the possibility that under certain circumstances a tenant may be able to reside in the Property for at least 90 days. Under Maryland law, bona fide tenants are afforded similar rights. Additional information regarding these requirements may be obtained by contacting the Consumer Protection Division, Maryland Office of the Attorney General at: <http://www.marylandattorneygeneral.gov/Pages/CPD/default.aspx>.

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

DocuSigned by:
Jeffrey W. Purnell
Buyer Signature **Date**
 Jeffrey W. Purnell and/or assigns

DocuSigned by:
Helen H. Hunt
Seller Signature **Date**
 Helen H. Hunt

DocuSigned by:
Beverly A. Purnell
Buyer Signature **Date**
 Beverly A. Purnell and/or assigns

Seller Signature **Date**



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MARYLAND DEPARTMENT OF THE ENVIRONMENT LEAD PAINT RISK REDUCTION (MDE FORM 330) INSPECTION CERTIFICATE NO. 1556262

133188
MDE TRACKING NO.

031866-0253067
MDE PROPERTY NO. (including County Code)

OWNER NAME
Heaven Hunt

Street Address

Unit No.

City

Zip Code

Property Construction Date

The Maryland accredited lead inspector must mark an inspection category 1, 2, 3, 4, or 5 and mark the appropriate inspection method. Only ONE category and method are to be marked. The following attachments are required to be submitted with the certificate: Form B and Original Signed copy of Supervisor's Statement of Work for Visual Inspections, Form C and laboratory result Dust Inspections and Form E for Lead-Free. The certificate shall be signed by the inspector who performed the inspection. Inspection certificates and all required attachments must be submitted MDE within 10 days after the receipt by the inspector of dust sample results or within 10 days following a Visual Inspection. Copies of all inspection records shall be maintained for at least 5 years by the lead inspection contractors. Maximum penalties will be pursued by MDE for any falsified documentation that is received by MDE. Indicate "0000" if Property Construction Date is unknown.

INSPECTION CATEGORIES

☐ 1. Lead Free	☒ 2. Full Risk Reduction		☐ 3. Modified Risk Reduction	☐ 4. Lead Safe (Qualified Offer - Certificate expires 24 months from the date inspected) OR ☐ 5. Lead Safe (Not For Qualified Offer)
Methods ☐ A. One Time Only (Interior & Exterior) OR ☐ B. Limited (Interior Only) Re-certification Required by ___/___/___ ___ Pre-1950 Lead-Free Units ___ # Post-1949 Lead-Free Units	Methods ☐ A. Dust Inspection OR ☐ D. Dust Inspection with Exterior Waiver Certificate expires 4/30/___ (Unless otherwise noted in local code) ☐ E. Dust Inspection w/ Lead Free Exterior	Methods ☒ B. Visual Inspection OR ☐ C. Visual Inspection with Exterior Waiver Certificate expires 4/30/___ (Unless otherwise noted in local code) ☐ F. Visual Inspection w/ Lead Free Exterior	Methods ☐ B. Visual Inspection OR ☐ C. Visual Inspection with Exterior Waiver Certificate expires 4/30/___ (Unless otherwise noted in local code) ☐ D. Visual Inspection w/ Lead Free Exterior	Methods ☐ A. Dust Inspection OR ☐ B. Dust Inspection & Visual Inspection OR ☐ C. Dust Inspection w/ Lead Free Exterior OR ☐ D. Dust Inspection & Visual Inspection w/ Lead Free Exterior AND Verification that windows are lead-free or have been treated so friction surfaces are lead free

☒ **PASSED** Based on the findings of the attached inspection report(s), I certify that the property/unit meets the certification criteria at this time. (circle property or unit as appropriate)

☐ **FAILED** Based on the findings of the attached inspection report(s), the property/unit fails to meet certification criteria at this time. (circle property or unit as appropriate)

I certify that I inspected the above listed property/unit on 11/11/11 at 9:00 a.m. under Title 6, Subtitle 8 of the Environment Article, Annotated Code of Maryland.

Inspector's Name Ralph Addicks Inspector's Signature Ralph Addicks Accreditation No. 5512 Accreditation Expiration Date 3/17/13 Inspection Company Name 5552 Accreditation No. 3/17/13

Form Number: MDE 330, Revised: 08/10 Form effective date 3/2009 (copy distribution: original to owner; yellow to MDE; pink to tenant; goldendred to inspection company)

ADDENDUM TO AUCTION PURCHASE AND SALE AGREEMENT
ONLINE BIDDING TERMS AND CONDITIONS

THIS ADDENDUM TO AUCTION PURCHASE AND SALE AGREEMENT (this “Addendum”) is made on October 12, 2022, by and between the Owner (hereinafter defined) and the undersigned Buyer (“Buyer”).

WHEREAS, Owner and Buyer have entered into an Auction Purchase and Sale Agreement of even date herewith (the “Agreement”), whereby Buyer has agreed to purchase from Owner the “Property” described in the Agreement at public or private sale upon the terms and conditions set forth in the Agreement; and

WHEREAS, Owner has authorized Alex Cooper (hereinafter defined) to use online bidding on its Site and/or Application (as such terms are hereinafter defined) in connection with the sale of the Property, upon the terms and conditions set forth in this Addendum.

NOW THEREFORE, for and in consideration of the premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, their heirs, personal representatives, successors and assigns, agree as follows:

These Online Bidding Terms and Conditions (these “**Online Bidding Terms and Conditions**”) generally describe the terms and conditions on which certain real properties (individually, a “**Property**” and collectively, the “**Properties**”) owned by one or more owners (each an “**Owner**” and collectively, the “**Owners**”) are to be offered for sale at auctions (each an “**Auction**”), conducted by Alex Cooper Auctioneers, Inc. in (i) timed auctions (“**Timed Auctions**”) in which bids may be placed by individuals and/or entities only via the Internet, or (ii) in simulcast auctions (“**Simulcast Auctions**”) in which bids may be placed by individuals and/or entities who physically attend the Auction and/or via the Internet. Each Auction will be assigned a unique “**Auction ID**” and may consist of one or more lots as determined by Alex Cooper. “**Alex Cooper**,” as used in these Online Bidding Terms and Conditions, shall include Alex Cooper Auctioneers, Inc. and all of its agents, employees, representatives, officers and directors. The Owners of the Properties have instructed Alex Cooper to offer such Properties for sale during the Auction pursuant to these Online Bidding Terms and Conditions. Terms and conditions may from time to time be modified and vary among the Properties in each Auction, and each prospective bidder is expected to review carefully for each Property the terms and conditions as in effect immediately prior to placing any bid. Prospective bidders who register in accordance with these Online Bidding Terms and Conditions will be deemed “**Online Bidders**” (individually an “**Online Bidder**”) during the Auction. An Online Bidder who places the highest accepted bid for a Property (a “**Winning Bid**”) during the Auction will be required, as provided in Section 5.e hereof, to execute an Auction Purchase and Sale Agreement for the purchase of the Property and any exhibits and required addenda to such contract which shall include, without limitation, these Online Bidding Terms and Conditions and Alex Cooper’s Auction Sale Terms and Conditions (collectively, the “**Purchase Agreement**”) at the conclusion of the Auction for such Property. As between an Online Bidder and Owner, to the extent of any conflict or inconsistency between the Purchase Agreement and these Online Bidding Terms and Conditions, the Purchase Agreement will control. The Purchase Agreement associated with the sale of each Property can be viewed on the Site, Application and/or Services (as defined herein) and is not negotiable.

1. **Agency.** Alex Cooper acts as auction agent for the Owner(s) of all Properties listed for sale by Alex Cooper. The Purchase Agreement for the sale of each Property is a contract between the Owner(s) of the Property and the individual or entity who places the Winning Bid.

2. **Incorporation by Reference of Auction Sale Terms and Conditions.** In addition to these Online Bidding Terms and Conditions, the Auction shall also be governed by the terms and conditions set forth in the Purchase Agreement including Alex Cooper’s Auction Sale Terms and Conditions, a copy of which is available in the Document Section of the Site and/or Application for each Property offered at Auction and are expressly incorporated by reference herein. BY AGREEING TO THESE ONLINE BIDDING TERMS AND CONDITIONS, ONLINE BIDDERS WARRANT AND REPRESENT THAT THEY

HAVE READ THE PURCHASE AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS THEREIN.

3. Alex Cooper's Site, Application and Services.

a. Definitions. Alex Cooper's website(s) (the "**Site**") and/or mobile application(s) (the "**Application**") allow Online Bidders to place bids, monitor live auctions and perform other related activities (collectively, the "**Services**"). The continued use of the Services by Online Bidders after Alex Cooper has posted these or revised Online Bidding Terms and Conditions signifies the acceptance of such revised Online Bidding Terms and Conditions by Online Bidders. No amendment or modification of these Online Bidding Terms and Conditions will be binding unless in writing and signed by Alex Cooper's duly authorized representative or posted to the Site, Application and/or Services by Alex Cooper's duly authorized representative.

b. No Liability. Alex Cooper has established and maintains the Site, the Application and the Services solely as a convenience to Online Bidders and shall not be held liable for any failure of the same, or an Online Bidder's inability to access the Site, Application and/or Services, occurring for any reason whatsoever. ALEX COOPER IS IN NO WAY RESPONSIBLE FOR TECHNICAL ISSUES WHICH COULD IMPEDE OR PREVENT AN ONLINE BIDDER'S ABILITY TO BID ON ANY PROPERTIES. ALEX COOPER DOES NOT WARRANT THAT THE SITE, APPLICATION AND/OR SERVICES, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE SITE, APPLICATION AND/OR SERVICES, WILL BE OPERABLE, ACCESSIBLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ALEX COOPER SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY TYPE, CONSEQUENTIAL OR OTHERWISE, ARISING FROM THE CONDITION, CONNECTIVITY, RESPONSIVENESS OR ACCESSIBILITY OF THE SITE, APPLICATION AND/OR SERVICES.

c. Use of the Site, Application and/or Services. BY USING THE SITE, APPLICATION AND/OR SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN. These Online Bidding Terms and Conditions are legally binding between an Online Bidder and Alex Cooper, and describe an Online Bidder's responsibilities in connection with the Online Bidder's use of the Site, Application and/or Services and among other things, limit the liability of Alex Cooper. Before using the Site, Application and/or Services, each Online Bidder is admonished to read all of these Online Bidding Terms and Conditions carefully. By accessing or using the Site, Application and/or Services, each Online Bidder affirms that he/she is over 18 years of age and is otherwise capable of forming legally binding contracts, and that the Online Bidder agrees to be legally bound and to abide by Purchase Agreement with all exhibits including without limitation these Online Bidding Terms and Conditions. IF YOU ARE UNDER 18 YEARS OF AGE, OR ARE OTHERWISE INCAPABLE OF FORMING LEGALLY BINDING CONTRACTS, OR DO NOT AGREE WITH ANY PART OF THESE ONLINE BIDDING TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE SITE, APPLICATION AND/OR SERVICES.

d. Amendments. Alex Cooper reserves the right, exercisable in its sole and absolute discretion at any time and from time to time, to change, modify, add to, subtract from, or otherwise amend the terms and conditions set forth herein and any document incorporated by reference herein at any time. Except as otherwise stated below, all changes, modifications, or other amendments shall be effective on a prospective basis once they are posted to the Site and Application, or upon other notice to the Online Bidder, including delivery via email or regular mail. Continued use of the Site, Application and/or Services by an Online Bidder constitutes binding acceptance of these Online Bidding Terms and Conditions, including any changes or modifications made by Alex Cooper as described above. The Online Bidder agrees to review the provisions of these Online Bidding Terms and Conditions periodically (including in particular prior to placings and bid) to become aware of such revisions and to review the Online Bidder's compliance with them. If at any time the terms and conditions set forth herein are no longer acceptable to the Online Bidder, the Online Bidder must immediately cease all use of the Site,

Application and/or Services. The right to access and use the Site, Application and/or Services is personal to the Online Bidder and is not transferable to any other person or entity.

e. Bidder Number. In applying to use the Site, Application and/or Services, each Online Bidder is required to select a User Name and password. When an Online Bidder registers to bid in an Auction, Alex Cooper assigns a Bidder Number to such Online Bidder to use in bidding in that Auction. An assigned Bidder Number is unique to an Online Bidder for a specific Auction, and the Online Bidder is expected and required to take all necessary measures to keep its User Name and password confidential so that no bids are placed under the Online Bidder's Bidder Number by anyone other than the Online Bidder. The Online Bidder is responsible for all uses of its assigned Bidder Number, whether or not actually or expressly authorized by the Online Bidder. If an Online Bidder believes that its Bidder Number, account and/or password(s) has been misused or compromised in any manner, please contact Alex Cooper immediately at notifications@alexcooper.com. Each Online Bidder authorizes Alex Cooper and/or Alex Cooper's agents to process any and all bids placed by an Online Bidders and initiated through the use of an Online Bidder's User Name and password and/or Bidder Number. The Online Bidder is solely responsible for maintaining the confidentiality of the Online Bidder's User Name and password and ALL BIDS SUBMITTED AT THE AUCTION TO AND/OR THROUGH THE SITE, APPLICATION AND/OR SERVICES UNDER A BIDDER NUMBER ARE BINDING ON THE ONLINE BIDDER TO WHOM THE BIDDER NUMBER IS ASSIGNED.

f. Equipment. The Online Bidder shall be solely responsible for obtaining and maintaining all telephone, communications, computer hardware and other equipment needed for access to and use of the Site, Application and/or Services and all charges of any description arising from or relating thereto.

g. Registration Information and Bidding Capacity.

i. Accuracy of Registration Information. Each individual registering to use or otherwise using the Site, Application and/or Services, whether individually, on behalf of an Entity, or to act under Power of Attorney, or in any other representative capacity, hereby personally represents that his or her name, address, email address and other contact information provided to Alex Cooper in the registration process is accurate, true and correct.

ii. Individuals Bidding and Acting on Behalf of Themselves. Each Online Bidder registering to use or otherwise using the Site, Application and/or Services and purporting to be acting in an individual capacity may act only on behalf of himself or herself and not on behalf of other individuals.

iii. Individuals Bidding and Acting on Behalf of an Entity. Each individual registering to use or otherwise using the Site, Application and/or Services and purporting to be acting on behalf of an entity (an "**Entity**"), personally represents that at the given point in time on which such individual is using the Site, Application and/or Services: (a) such individual is duly authorized to sign on behalf of and legally bind such Entity to these Online Bidding Terms and Conditions as well as any Purchase Agreement to be entered into as a result of such individual having placed a Winning Bid through the Site, Application and/or Services purportedly on behalf of such Entity; and (b) that such Entity is lawfully in existence, is in good standing, and that there is no legal impediment to such Entity entering into this Agreement.

iv. Individuals Bidding and Acting under a Power of Attorney. Each individual registering to use or otherwise using the Site, Application and/or Services and purporting to be acting on behalf of another individual (a "**POA Grantor**") pursuant to a Power of Attorney, personally represents that at the given point in time on which such individual is using the Site, Application and/or Services: (a) the individual allegedly acting on behalf of a POA Grantor is duly authorized to sign on behalf of and legally bind the POA Grantor to these Online Bidding Terms and Conditions as well as any Purchase Agreement to be entered into as a result of such individual having placed a Winning Bid through the Site, Application and/or Services purportedly on behalf of the POA Grantor; and (b) the POA Grantor was not deceased at the point in time on which the individual purportedly acted for the benefit of the POA Grantor and the Power of Attorney is otherwise in effect, legally valid and has not been revoked.

v. Effect of Misrepresentations. In the event that any of the foregoing representations set forth in this Section 3.g are incorrect, then the individual making such incorrect representation(s) shall be personally liable for all obligations of the Online Bidder (whether such individual is acting on behalf of himself or herself, another individual, an Entity, or POA Grantor under these Online Bidding Terms and Conditions as well as any Purchase Agreement to be entered into as a result of such individual having placed a Winning Bid, as if such individual had signed or otherwise agreed to be bound by these Online Bidding Terms and Conditions in such individual's individual capacity, and the Deposit Balance (as defined herein) shall be treated as if paid by the individual and applied in accordance with these Online Bidding Terms and Conditions. Provided, however, that the individual, Entity or POA Grantor for whose benefit the individual purported to act shall not be relieved of any obligations such other individual, Entity or POA Grantor may have under these Online Bidding Terms and Conditions and/or any Purchase Agreement to be entered into as a result of such individual having placed a Winning Bid. Owner and/or Alex Cooper may (but shall not be required to) at any time and from time to time request and receive evidence of the foregoing representations, satisfactory to the requesting party in its sole and absolute discretion; however, the failure to request such evidence and/or the acceptance and/or reliance thereon will not relieve the individual of personal liability in the event that any of the foregoing representations is/are incorrect.

4. Auction Registration and Deposit Balance. In order to place a bid or multiple bids for a Property or Properties, an Online Bidder must register with, and be deemed qualified to bid by, Alex Cooper for each Auction. As part of the registration process, for each Auction in which an Online Bidder intends to bid, the Online Bidder will be required to submit and ensure Alex Cooper's receipt of a deposit (the "Deposit Balance") paid or payable in accordance with the provisions of this Section 4. The Site, Application and/or Services specifies the required initial deposit (the "Initial Deposit") required to be paid for each Property on which an Online Bidder desires to bid. The Deposit Balance will be applied as provided in this Section 4 and in Section 6.

a. Deposit Balance – Wire Transfer, Certified Check or Cashier's Check.

i. Deposit Balance for Single Property by wire transfer, certified check or cashier's check. Online Bidders intending to bid on only one Property in an Auction may pay a Deposit Balance in the amount of the Initial Deposit stated for such Property by either (i) wire transfer to Alex Cooper, with wiring instructions to be furnished by Alex Cooper upon the request of the Online Bidder, or (ii) by certified check or cashier's check payable to "Alex Cooper Auctioneers Inc."

ii. Deposit Balance for Multiple Properties by wire transfer, certified check or cashier's check. Online Bidders intending to bid on multiple Properties in an Auction may pay the Deposit Balance by either (i) wire transfer (wiring instructions will be furnished upon the request of the Online Bidder) or (ii) certified and/or cashier's check payable to "Alex Cooper Auctioneers, Inc.", in such amount determined by the Online Bidder. To be permitted to bid on a Property, the Online Bidder must have a Deposit Balance of no less than the Initial Deposit required for such Property. While bidding for a Property is open, the Online Bidder's Deposit Balance will be temporarily (until conclusion of the Auction as to such Property) reduced by the amount of the Initial Deposit required for such Property while the Online Bidder is the high bidder. An Online Bidder's Deposit Balance will be permanently reduced by the amount of the Initial Deposit required for a Property for which the Online Bidder is a Winning Online Bidder at the moment bidding for such Property closes.

iii. Receipt of the Deposit Balance paid by wire transfer, certified check or cashier's check. All Deposit Balances paid by wire transfer, certified check or cashier's check must be received by Alex Cooper, together with a completed Deposit Transmittal Form (located in the Document Section for the Propert(ies)) on the Site, Application and/or Services, *at least one (1) business day prior to the Auction date* as listed on the Site, Application and/or Services. A Deposit Balance shall be deemed received by Alex Cooper upon the funds being made available in Alex Cooper's escrow account to which the Deposit Balance was delivered via wire transfer, or upon Alex Cooper's physical possession of the

Deposit Balance payable by certified check or cashier's check. A Deposit Transmittal Form shall be deemed received by Alex Cooper when receipt thereof is acknowledged in writing by Alex Cooper.

iv. Application and Return of Deposit Balance paid by wire transfer. Each Deposit Balance paid by wire transfer by a Winning Online Bidder will be applied in accordance with the provisions of Section 6 hereof. All Deposit Balances paid by wire transfer and not so applied shall be refunded to the Online Bidder, by check by regular mail to the address provided by the Online Bidder in the Online Bidder's Site, Application and/or Services account information, within seven (7) business days after the Auction.

v. Deposit and Return of Deposit Balance paid by certified check or cashier's check. The Deposit Balance paid by certified check or cashier's check will be held by Alex Cooper pending the conclusion of the Auction. If an Online Bidder, having paid the Deposit Balance by certified check or cashier's check, is a Winning Online Bidder, such Online Bidder's Initial Deposit required for the Property(ies) for which a Winning Bid was placed will be deposited to Alex Cooper's escrow account and applied in accordance with the provisions of Section 6 hereof. All Deposit Balances paid by certified check or cashier's check and not so applied (an "**Unapplied Deposit Balance**") shall be refunded to the Online Bidder by either the return of undeposited certified checks or cashier's checks held by Alex Cooper, or by Alex Cooper's check, as determined by Alex Cooper in its sole discretion, in either event by regular mail to the address provided by the Online Bidder in the Online Bidder's Site, Application and/or Services account information, within seven (7) business days after the Auction. At any time after the close of a Simulcast Auction and prior to the return of any Unapplied Deposit Balance, such Unapplied Deposit Balance may be transferred to another Auction by written direction given by the Online Bidder provided that receipt thereof is acknowledged in writing by Alex Cooper. Unapplied Deposit Balances in Timed Auctions may not be transferred to other Auctions.

b. Deposit Balances – Credit Cards. If an Online Bidder uses a credit card to pay an Initial Deposit, a hold in the amount of the Deposit Balance(s) authorized by the Online Bidder will be placed on the Online Bidder's credit card. The credit card is charged, or the hold released, in the time and manner below set forth. Alex Cooper processes credit card transactions through "Stripe", a third-party credit card processor.

i. Deposit Balance for Single Property by credit card. Online Bidders intending to bid on only one Property in an Auction may pay the Deposit Balance in the amount of the Initial Deposit stated for such Property by authorizing a hold on their credit card.

ii. Initial Deposits for Multiple Properties by credit card. Online Bidders intending to bid on multiple Properties in an Auction may pay the Deposit Balance by authorizing a hold on their credit card in such amount determined by the Online Bidder. To be permitted to bid on a Property, the Online Bidder must have a Deposit Balance of no less than the Initial Deposit required for such Property. While bidding for a Property is open, the Online Bidder's Deposit Balance will be temporarily (until conclusion of the Auction as to such Property) reduced by the amount of the Initial Deposit required for such Property while the Online Bidder is the high bidder. An Online Bidder's Deposit Balance will be permanently reduced by the amount of the Initial Deposit required for a Property for which the Online Bidder is a Winning Online Bidder at the moment bidding for such Property closes.

iii. Receipt of the Deposit Balance paid by credit card. A Deposit Balance will be deemed made when a credit card hold is approved through the credit card processor, in the amount approved. The Site, Application and/or Services will permit each Deposit Balance to be applied to one Auction only; no Deposit Transmittal Form is required for a Deposit Balance paid by credit card.

iv. Deposit and Return of Deposit Balance paid by credit card. If an Online Bidder, having paid the Deposit Balance by credit card hold, is a Winning Online Bidder, such Online Bidder must pay the required Initial Deposit(s) by wire transfer, certified check or cashier's check to be deposited to Alex Cooper's escrow account within one business day following the close of bidding for all Property at such Auction for which the Online Bidder placed the Winning Bid(s), to be applied in accordance with the provisions of Section 6 hereof. If an Online Bidder makes all such payments when and as required, or

if an Online Bidder is not a Winning Online Bidder for any Properties at the Auction, the Online Bidder's credit card holds will be cancelled by Alex Cooper within seven (7) days after the Auction. If a Deposit Balance is made by credit card hold, any Unapplied Deposit Balances may not be transferred to other Auctions.

c. Deposit Balance – Cash and uncertified checks. Alex Cooper will not accept cash payments nor uncertified checks (personal and/or business) for a Deposit Balance.

5. Online Bidding and Buying.

a. Discretion of Alex Cooper in Registering Online Bidders to Participate in an Auction. Alex Cooper reserves the right, in its sole and absolute discretion, to refuse any Online Bidder's registration to participate in an Auction and/or to terminate or revoke the same, or reject any bid placed by an Online Bidder.

b. Online Bidding. With respect to online bidding, only bids placed by Online Bidders through the Site, Application and/or Services can or will be recognized by Alex Cooper. Online Bidders are responsible and liable for payment of purchases resulting from having placed a Winning Bid.

An Online Bidder's privilege of participating in an Auction through the Site, Application and/or Services is offered as a convenience to Online Bidders and Online Bidders shall not hold Alex Cooper responsible for any failure of an Online Bidder's or Alex Cooper's telephone, communications, computer hardware and other equipment or for the failure of the Site, Application and/or Services. At Simulcast Auctions, Online Bidders compete against live bids placed by potential Property purchasers who attend the Auction, and bids placed through Online Bidding will be announced competitively by Alex Cooper or its agent at the Auction; Alex Cooper may be offered other bids of the same amount as a bid placed by an Online Bidder and Alex Cooper shall have the sole and absolute discretion in deciding which bid to accept during the Auction.

ALEX COOPER IS NOT RESPONSIBLE FOR ANY ERRORS IN BIDDING. All Online Bidders should make certain to bid on the correct Property and that the bid entered into the Site, Application and/or Services is the bid intended. No bid may be withdrawn by an Online Bidder once placed, even if the Online Bidder made a mistake or claims to have made a mistake. Once an Online Bidder has been deemed to have placed a Winning Bid, such Online Bidder is unconditionally bound to purchase the Property, even if the Online Bidder made a mistake or claims to have made a mistake.

c. Acceptance and Rejection of Bids. Alex Cooper reserves the right to accept or reject any bid for any reason whatsoever. The bidder having been acknowledged by Alex Cooper as having placed the Winning Bid will be the actual buyer of the Property if such Winning Bid is accepted by Alex Cooper and by the Property owner. In the event of any dispute between bidders, or in the event of doubt on Alex Cooper's part as to the validity of any bid, Alex Cooper will have the exclusive and final discretion to determine the successful bidder, cancel the sale, or to re-offer and resell the Property. Alex Cooper is not responsible for any errors or omissions in connection therewith including, but not limited to, failure of Alex Cooper to receive and/or recognize a bid placed by an Online Bidder. Alex Cooper shall be the sole arbitrator in case of any disputed bid.

d. Absolute and Reserve Auctions.

i. Auction with Reserve. Unless otherwise specified, each Auction shall be an "Auction with Reserve" which is an auction in which Owner reserves the right to establish a Reserve Price, to accept or decline any and all bids or to withdraw the Property at any time prior to the announcement of the completion of the sale by the Alex Cooper. The Reserve Price is the minimum price that Owner is willing to accept for the Property, which may or may not be disclosed, and which may be determined or modified at any time until Alex Cooper announces the conclusion of the Auction sale of the Property. Alex Cooper may open the bidding on the Property below the Reserve Price by placing a bid on behalf of the Owner, and may continue to bid on behalf of the Owner up to the amount of the Reserve Price, either by placing consecutive bids or by placing bids in response to other bidders.

ii. Absolute Auction. If the Auction is designated as an “Absolute Auction”, the auction shall be an “Absolute Auction” which is an auction in which the Property is sold to the highest bidder (qualified by Alex Cooper) with no limiting conditions or minimum sales price. Owner may not bid personally or through an agent, may not establish a Reserve Price, and must accept the high bid made after the announcement of the commencement of the sale by the Alex Cooper.

e. Bidding and Winning. To purchase a particular Property at the Auction, an Online Bidder must be acknowledged by Alex Cooper as having placed the Winning Bid (a “Winning Online Bidder”). A Winning Online Bidder will be contacted by phone or email by Alex Cooper at the phone number or email address provided in the Winning Online Bidder’s Site, Application and/or Services account information. Once contacted by a representative of Alex Cooper, a Winning Online Bidder will be sent, via e-mail, the Purchase Agreement and certain other documents to sign and return to Alex Cooper. The Purchase Agreement will contain the exact terms and conditions of the sale of each Property. A Winning Online Bidder will have four (4) hours after Alex Cooper sends such e-mail to sign and return, via email, facsimile, other electronic signature, or physical delivery to Alex Cooper, the Purchase Agreement and any other documents required to be executed in connection with the sale of the Property at the Auction. Those documents required to be signed by the Winning Online Bidder and returned to Alex Cooper must be delivered in a manner and/or format readily accessible and/or legible to Alex Cooper. Failure to deliver any documents in such a time and manner may result in Alex Cooper or the Owner(s) declaring the Winning Online Bidder in default. Auction results posted on the Site, Application or Services will not be considered official until the Purchase Agreement is fully executed by all parties thereof.

If Alex Cooper is unable to reach a Winning Online Bidder or if a Winning Online Bidder does not sign and return via email, facsimile or physical delivery to Alex Cooper, the Purchase Agreement and any other documents required to be executed in connection with the sale of the Property at the Auction within four (4) hours after Alex Cooper’s acknowledgement of the Winning Bid, and/or if a Winning Bidder who placed his or her Deposit Balance by credit card hold fails to pay the Initial Deposit(s) by wire transfer, certified check or cashier’s check within one business day following the close of bidding for all Property at such Auction for which he or she placed Winning Bid(s), then Alex Cooper or the Owner(s) can declare the Winning Online Bidder to be in default. In the event of such declaration, the Winning Online Bidder’s Winning Bid shall be null and void and Alex Cooper and Owner shall have absolutely no further liability or obligation to the Winning Online Bidder. Further, in the event of such declaration with respect to a Winning Bidder who made his or her Deposit Balance by credit card hold, Alex Cooper shall have the right to charge such Winning Bidder’s credit card for the amount of such hold. IN ADDITION, SUCH WINNING ONLINE BIDDER SHALL BE SUBJECT TO LIQUIDATED DAMAGES EQUAL TO TEN PERCENT (10%) OF THE WINNING BID PLACED BY THE WINNING ONLINE BIDDER AND ALEX COOPER AND OWNER(S) SHALL RESERVE THE RIGHT TO SEEK ANY AND ALL OTHER REMEDIES AGAINST THE WINNING ONLINE BIDDER, INCLUDING SPECIFIC PERFORMANCE. Alex Cooper and/or the Owner shall have the right to retain the Initial Deposit on account of the liquidated damages. Furthermore, Alex Cooper and the Owner(s) reserve the right to immediately put the Property back up for sale at the Winning Online Bidder’s sole risk and expense.

6. Application of Deposit Balance for Winning Online Bidder. The Deposit Balance paid by a Winning Online Bidder will first be applied in full or partial satisfaction, as the case may be, of all Initial Deposit(s) required to be paid for the Property. Thereafter, the Winning Online Bidder is required to satisfy the Deposit payment requirements as set forth in the Advertisement for the Property on Alex Cooper’s website, the Purchase Agreement, or both. In the event the Deposit Balance (other than those made by credit card hold) is in excess of the Deposit required to be paid for the Property, such excess shall be refunded as provided in Section 4; provided, however, that a Winning Online Bidder may make arrangements with Alex Cooper to have any amount of the Deposit Balance in excess of the Initial Deposit applied to additional deposits or the Property’s purchase price.

7. Payment of Purchase Price and Closing. A Winning Online Bidder shall pay the Property purchase price in accordance with the terms and provision set forth in the Purchase Agreement and shall close on the purchase of the Property in accordance with the terms and conditions set forth in the Purchase Agreement.

8. General Auction Information. The respective rights and obligations by and between Owners, Alex Cooper, and Online Bidders shall be governed by, interpreted and enforced under the laws of the State of Maryland, without regard to its rules of conflict of laws. By bidding in an Auction through the Site, Application and/or Services, each Online Bidder shall be deemed to have irrevocably submitted to the jurisdiction of the courts of competent jurisdiction in Baltimore County, Maryland in connection with any suit, proceeding or other legal process relating to the Auction and/or the offering or sale of any Property. Upon execution of a Purchase Agreement, all rights and remedies with respect to the Property covered by such Purchase Agreement shall be governed by such Purchase Agreement.

Offers made during the Auction are void where prohibited by law. Any information on any website, in any brochure, email or postcard and any and all information available regarding the Properties shall not constitute an offer to sell or a solicitation of any offer to buy any of the Properties displayed on the Site, Application and/or Services or otherwise advertised for sale by Alex Cooper. No obligation to sell shall be binding on an Owner unless and until a written contract of sale or purchase for a Property is signed and delivered by an Owner. Owners reserve the right to rescind any acceptance of a Winning Bid prior to execution and delivery of an executed contract of sale or purchase for a Property for any reason.

9. Headings. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

10. Severability. If any provision of these Online Bidding Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

11. Waiver. Alex Cooper's failure to exercise or forbear from exercising any rights or remedies, or failure to enforce or forbear from enforcing, the strict performance of any provision of these Online Bidding Terms and Conditions will not constitute a waiver of Alex Cooper's right to exercise such rights or remedies or enforce such provision or any other provisions set forth herein in that or any other instance. Any waiver of any provisions of these Online Bidding Terms and Conditions by Alex Cooper must be made in writing and signed by an authorized representative of Alex Cooper specifically referencing the provision to be waived.

12. Dispute Resolution. If a dispute arises out of or relates to these Online Bidding Terms and Conditions, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. In the event mediation is unsuccessful, any controversy or claim arising out of or relating hereto, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The dispute shall be heard by one (1) arbitrator who shall be appointed as provided in the AAA Commercial Arbitration Rules. This Section shall not preclude Alex Cooper from filing an interpleader action in a court of competent jurisdiction pursuant to Section 13.

13. Provisions Regarding Alex Cooper as Escrow Agent. The following provisions are applicable to Alex Cooper as Escrow Agent. Alex Cooper shall hold and disburse the Deposit Balance in accordance with the terms and provisions of this Online Bidding Terms and Conditions and shall cause the Deposit to be applied in accordance with the provisions hereof. Upon completion of the Auction for which a Deposit Balance is made, Alex Cooper shall disburse the Deposit in accordance with the terms hereof. In the event that Alex Cooper shall be unable to determine at any time to whom the Deposit Balance should be paid or a dispute shall develop concerning to whom the Deposit Balance should be paid, then, unless Alex Cooper shall have received written instructions from the parties within ten (10) days after Alex Cooper has served a written request upon the parties for instructions authorizing Alex

Cooper to disburse the Deposit Balance in accordance with such written instructions, Alex Cooper shall have the right by bill of interpleader to pay the Deposit Balance, less the reasonable expenses of Alex Cooper, as hereinafter set forth, into a court having jurisdiction and interplead the parties in respect thereof (notwithstanding the mediation and binding arbitration provisions in Section 12, above), and thereafter Alex Cooper shall be discharged of any obligations in connection therewith. All reasonable costs or expenses incurred by Alex Cooper because of litigation or dispute between the parties arising out of the holding of the Deposit Balance in escrow shall be paid by the losing party and charged and assessed as court costs in favor of the prevailing party. Except for such costs or expenses, no fee or charge shall be due or payable to Alex Cooper for its services as escrow holder. The parties agree that Alex Cooper assumes no liability in connection herewith except for its gross negligence or willful misconduct. Alex Cooper is authorized to disregard any notices received by it except communications expressly provided for herein and all orders and processes of any court pertaining hereto. Alex Cooper shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its reasonable judgment. Alex Cooper shall be fully protected in relying on any written notice, certificate, or other communication which it in good faith believes to be genuine.

14. Assignment; Third Party Beneficiaries. These Online Bidding Terms and Conditions will inure to the benefit of Alex Cooper's successors and assigns. Except as set forth herein, these Online Bidding Terms and Conditions shall not benefit or create any right or cause of action in or on behalf of any individual or entity other than the parties hereto.

15. Integration. These Online Bidding Terms and Conditions constitutes the entire agreement between the Online Bidder and Alex Cooper with respect to the Online Bidder's use of the Site, Application and/or Services, and supersede all previous written or oral agreements between the Online Bidder and Alex Cooper with respect to Online Bidder's use of the Site, Application and/or Services.

16. Electronic Signatures and Transaction. By any use of the Site, Application and/or Services, including mere assignment of a Bidding Number by Alex Cooper to an Online Bidder and/or signing below this Section 16, each Online Bidder agrees to the terms and conditions set forth in these Online Bidding Terms and Conditions and any other document incorporated by reference herein, as may be modified from time to time prior to Auction. Furthermore, the Online Bidder agrees to transact business electronically with Alex Cooper. Such form of acceptance by an Online Bidder is binding and each Online Bidder acknowledges it shall be binding and enforceable pursuant to the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code Section 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and applicable state law.

17. Counterparts; Electronic Signatures. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. This Addendum may be executed by facsimile transmission, scanned attachment to email, or other electronic signature, which shall be deemed to be valid and as effective as original signatures once delivered to the other party.

18. Agreement Remains in Full Force and Effect. The parties agree that, except as modified herein, the terms of the Agreement shall remain in full force and effect, and the parties ratify and affirm the same. Capitalized terms used herein, unless otherwise indicated, shall have the meanings ascribed to such terms in the Agreement.

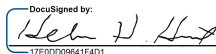
19. NO MODIFICATION. THESE ONLINE BIDDING TERMS AND CONDITIONS ARE POSTED ON THE SITE, APPLICATION AND SERVICES AND THE VERSION SO POSTED ON THE CLOSING DATE OF THE AUCTION IS THE "MASTER AGREEMENT". OWNER AND BUYER EACH WARRANT THAT THEY HAVE NOT IN ANY WAY CHANGED (BY INSERTION, DELETION, MODIFICATION, ETC.) ANY LANGUAGE FROM THE LANGUAGE APPEARING IN THE MASTER AGREEMENT, UNLESS ANY SUCH CHANGE HAS BEEN EXPRESSLY AND SPECIFICALLY AGREED TO BY ALEX COOPER AND OWNER AND BUYER AND HAS BEEN INITIALED BY ALL OF THEM. IN THE EVENT OF ANY CHANGE IN THE LANGUAGE HEREIN NOT SO INITIALED BY ALEX

COOPER AND OWNER AND BUYER, SUCH CHANGE SHALL BE DISREGARDED AND CONCLUSIVELY DEEMED REPLACED BY THE APPLICABLE LANGUAGE OF THE MASTER AGREEMENT WHICH SHALL BE DEEMED INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year above written.

OWNER or OWNER'S AGENT:

BUYER:

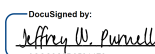
DocuSigned by:

17E0D09841F4D1... (Seal)

Name: Helen H. Hunt

(Seal)

Name: _____

Date: 10/12/2022

DocuSigned by:

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Name: Jeffrey W. Purnell and/or assigns

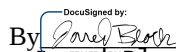
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Name: Beverly A. Purnell and/or assigns

Date: 10/12/2022 10/12/2022

Alex Cooper Auctioneers, Inc.

By 
Jared Block 10/13/2022

Alex Cooper Auctioneers, Inc.
908 York Road
Towson, MD 21204

Version Date 06/21/17

V.1.10