Maryland REALTORS®

# **DISCLOSURE OF LICENSEE STATUS**

Ruver(s)/Tenant(s):				
Buyer(s)/Tenant(s): Seller(s)/Landlord(s):			e l le	
Property Address:				
This is to give notice that				
discloses that he/she is a Maryla				
is the Buyer/Tenant of the Pr business entity, has an ownership	roperty or, if the E	Buyer/Tenant of the Pr		
<b>X</b> is the Seller/Landlord of the business entity, has an ownership	Property or, if th	e Seller/Landlord of th	he Property being s	old or leased is a
is acting on behalf of or rep immediate family*;	presenting the Bu	iyer/Tenant who is a	member of the rea	l estate licensee's
is acting on behalf of or repr with which the real estate license		er/Tenant who is an e	employee of the rea	l estate brokerage
is acting on behalf of or repre real estate licensee is a member;	• •	r/Tenant who is an em	ployee of a team or	group of which the
is acting on behalf of or repre	senting the Buyer	/Tenant who is an em	ployee of the real es	tate licensee;
is acting on behalf of or rep immediate family*;	resenting the Sel	ler/Landlord who is a	member of the rea	I estate licensee's
is acting on behalf of or repre- with which the real estate license	•	er/Landlord who is an	employee of the rea	l estate brokerage
is acting on behalf of or repre- the real estate licensee is a mem	-	er/Landlord who is an	employee of a team	or group of which
is acting on behalf of or repre	senting the Seller	/Landlord who is an er	mployee of the real e	estate licensee.
*Immediate family includes a s spouse, parent, sibling, grandp	-		pchild, child's spou	use, stepchild's
		Memb liyu Ca	0	03/30/2024
Buyer/Tenant Signature	Date		ord Signature	Date
Buyer/Tenant Signature	Date	Seller/Landlo	ord Signature	Date
		10/17		

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Ma	nland
REAL	TORS

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

# 11380 CHERRY HILL RD #1K101 Property Address: <u>BELTSVILLE, MD 20705</u>

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): housing was constructed prior to 1978 <u>OR</u> / 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)	_/	Seller/Landlord has no	o knowledge of	f lead-based	paint and/or	lead-based	paint hazards in	the housing.
(b)	Records and r	eports availat	ole to the seller (initial	(i) or (ii) below)	):				

(i) <u>M</u>/\_\_\_\_/ 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). **limited lead free certificate 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) \_\_\_\_\_/ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
- (d) / Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

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

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

## Agent's Acknowledgment (initial)

(f) 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.

Memb liyu Cao	03/30/2024		
Seller/Landlord	Date	Buyer/Tenant	Date
Pelham Holdings Llc		-	
Seller/Landlord	Date	Buyer/Tenant	Date
Liyu Cao	03/30/2024		
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date
Liyu Cao			
R	10	0/17	

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# **1031 TAX-DEFERRED EXCHANGE ADDENDUM**

ADDENDUM dated	to Contract of Sa	le
Between Buyer		
And Seller	Pelham Holdings Llc	
for Property known as	11380 CHERRY HILL RD #1K101, BELTSVILLE, MD 20705	

# **NOTICE:** BUYER AND SELLER ARE ADVISED TO CONSULT A 1031 EXCHANGE INTERMEDIARY.

- 1. AGREEMENT TO PARTICIPATE IN A TAX-DEFERRED EXCHANGE: Buyer and Seller agree to participate in a like-kind tax-deferred exchange under Section 1031 of the Internal Revenue Code ("Exchange").
- 2. BUYER'S ELECTION TO TREAT PURCHASE AS AN EXCHANGE: Buyer (the "Buyer/Exchangor") is acquiring this Property to complete an Exchange. The Seller shall reasonably cooperate with the Buyer/Exchangor in effecting the Exchange. However, in no event shall the Seller be required to incur any additional delays, expenses or risk of ownership, title or conveyance in connection with such cooperation. The Seller grants permission to assign this Contract to an exchange intermediary solely for the purpose of completing the Exchange.
- 3. SELLER'S ELECTION TO TREAT SALE AS AN EXCHANGE: Seller (the "Seller/Exchangor") intends to transfer the Property to the Buyer as part of an Exchange. The Buyer shall reasonably cooperate with the Seller/Exchangor in effecting the Exchange. However, in no event shall the Buyer be required to incur any additional delays, expenses or risk of ownership, title or conveyance in connection with such cooperation. The Buyer grants permission to assign this Contract to an exchange intermediary solely for the purpose of completing the Exchange.

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

Authenticics

		Memb liyu Cao	03/30/2024
Buyer Signature	Date	Seller Signature	Date
		Pelham Holdings Llc	
Buyer Signature	Date	Seller Signature	Date



10/20



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# **CONDOMINIUM RESALE NOTICE**

ADDENDUM/AMENDMENT dated			to Contract of Sale
between Buyer(s):			-
and Seller(s):	Pelham	Holdings Llc	
for Property known as:	11380 CHERRY HILL F	RD #1K101, BELTSVILLE, MD	20705
Condominium Unit # 1K101	Building #	, Section/Regime #	, in
		Condo	minium Association

# PART ONE

**NOTICE:** This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

- 1. A copy of the Declaration (condominium plat not required).
- 2. A copy of the Bylaws.
- 3. A copy of the Rules or Regulations of the Condominium.
- 4. A certificate from the Council of Unit Owners which includes:

a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;

b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;

c) A statement of any other fees payable by unit owners to the Council of Unit Owners;

d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;

e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;

f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;

g) A statement of any unsatisfied judgments and the status of any pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;

h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;

i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and

j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.



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5. A statement by the unit owner as to whether the unit owner has knowledge:

a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;

b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and

c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.

6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

# PART TWO

**NOTICE:** This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

1. A copy of the Declaration (other than the plats);

- 2. A copy of the Bylaws;
- 3. A copy of the Rules or Regulations of the Condominium; and

4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.

5. A written notice of the unit owner's responsibility for the Council of Unit Owner's property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

- Authentisias

Buyer	Date	Memb liyu Cao Seller	03/30/2024 Date
		Pelham Holdings Llc	
Buyer	Date	Seller	Date

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# STATE OF MARYLAND

Inspection certificates with numbers under 1000000 are not original documents; they were issued on paper prior to implementation of this online system.

<b>1K 101</b>	Prince George's	1965
Unit No.	County	Construction Year
Lead Free	Limited	PASSED
Inspection Category	Inspection Method	Inspection Status
3/6/2024 Re-Inspection required no later than	3/6/20240Certificate Expiration DateNo. of Pre-1950 Lead Free Units	1 No. of Post-1949 Lead Free Units
	NO	Invalidated Date
I certify that I inspected the above listed property/unit on Annotated Code of MD.	ve listed property/unit on 3/6/2022 9:30:00 AM under Title 6, Subtitle 8 of the Environment Article,	of the Environment Article,
<b>100% Lead Inspections</b>	13641	<b>5/14/2022</b>
Inspection Contractor Name	Accreditation No.	Accreditation Exp. Date
Thomas Flukinger	16984	<b>5/14/2022</b>
Inspector's Name	Accreditation No.	Accreditation Exp. Date

# MARYLAND DEPARTMENT OF THE ENVIRONMENT

**20705** Zip Code **INSPECTION CERTIFICATE NO. 1016098** PELHAM HOLDINGS LLC OWNER NAME MDE PROPERTY NO. BELTSVILLE 17010074690 City **LEAD PAINT RISK REDUCTION (MDE FORM 330)** 11380 CHERRY HILL RD Street Address MDE TRACKING NO.

### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

### Property Address: 11380 CHERRY HILL RD #1K101, BELTSVILLE, MD 20705

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 own	ned the property	/?				
Property System: Wat	er, Sewage, He	ating & Air Condi	tioning (Answer al	ll that apply)		
Water Supply	[] Public	[_] Well	[_]0	ther		
Sewage Disposal	[] Public	[] Septic Sy	stem approved for	(# of bedrooms	) Other	Туре
		_				
Garbage Disposal	] Yes	[] No				
Dishwasher	[] Yes	[] No				
Heating	[ ] Oil	[ ] Natural Gas	[ ] Electric	[ ] Heat Pump Age	<b>;</b>	[ ] Other
Air Conditioning	[ ] Oil	[ ] Natural Gas	[ ] Electric	[ ] Heat Pump Age	•	Other
Hot Water	[ ] Oil	[ ] Natural Gas	[ ] Electric Ca	apacity Age	e	Other
			Page 1 of 4			
Livu Cao, 7220 kindler rd columbia	nd 21046			Phone: (917)683-6123	Fax:	11380 CHERRY

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Please indicate your actual knowledge with respect to the following:
1. Foundation: Any settlement or other problems?       [] Yes       [] Unknown         Comments:
2. Basement: Any leaks or evidence of moisture?       Yes       Unknown       Does Not Apply         Comments:
3. Roof: Any leaks or evidence of moisture?       [] Yes       [] 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:
As the system in operating condition? [_] Yes [_] No [_] Unknown [_] Does Not Apply Comments:
<ul> <li>8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?</li> <li>[] Yes</li> <li>[] No</li> <li>[] Unknown</li> </ul>
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 buttor, which use long-life batteries as required in all Maryland Homes by 2018? [_] Yes [_] No Comments:
<ul> <li>9. Septic Systems: Is the septic system functioning properly?</li> <li>When was the system last pumped? Date</li> <li>Comments:</li> </ul>
10. Water Supply: Any problem with water supply?   [] Yes   [] Unknown     Comments:
Home water treatment system: [] Yes [] No [] Unknown Comments:
Fire sprinkler system:   Yes   No   Ones   Does   Not   Apply
Comments: Are the systems in operating condition? [] Yes [] No [] Unknown
Comments:
11. Insulation:         In exterior walls?       Yes         In ceiling/attic?       Yes         In any other areas?       Yes         No       Where?         Comments:
<ul> <li>12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?</li> <li>[] Yes</li> <li>[] No</li> <li>[] Unknown</li> <li>Comments:</li> </ul>
Are gutters and downspouts in good repair? [_] Yes [_] No [_] Unknown Comments:
Page 2 of 4

Comments:	] Yes [_] No [_] Unknown
	ıknown Iknown
14. Are there any hazardous or regulated materials (including, but not limited to underground storage tanks, or other contamination) on the property? [	
15. If the property relies on the combustion of a fossil fuel for heat, ventiler monoxide alarm installed in the property? [_] Yes [_] No [_] Unknown Comments:	ion, hot water, or clothes dryer operation, is a carbon
16. Are there any zoning violations, nonconforming uses, violation of building unrecorded easement, except for utilities, on or affecting the property?	] Yes [_] No [_] Unknown
16A. If you or a contractor have made improvements to the property, we local permitting office?       [] Yes       [] Does Not A Comments:	
17. Is the property located in a flood zone, conservation area, wetland area, District? [_] Yes [_] No [_] Unknown If yes, specify bel Comments:	ow
18. Is the property subject to any restriction imposed by a Home Owners Assoc [] Yes [] No [] Unknown If yes, specify bel	ciation or any other type of community association?
Comments:	
19. Are there any other material defects, including latent defects, affecting the          [] Yes       [] No       [] Unknown         Comments:	physical condition of the property?
NOTE: Seller(s) may wish to disclose the condition of othe RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.	buildings on the property on a separate
The seller(s) acknowledge having carefully examined this statemet is complete and accurate as of the date signed. The seller(s) furth of their rights and obligations under §10-702 of the Maryland Rea	er acknowledge that they have been informed
Seller(s) Pelham Holdings Llc	Date
Femain Holdings Lic	
Seller(s)	Date
The purchaser(s) acknowledge receipt of a copy of this disclosure have been informed of their rights and obligations under §10-702	
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 s	eller(s) have actual know	wledge of any latent	defects? [] Yes	[_] No	If yes, specify:
Seller	Memb liyu Cao	03/30/24		Date	
Pe	lham Holdings Llc				
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	Date	
Purchaser	Date	

FORM: MREC/DLLR:	Rev 07/31/2018
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