

THE EFFECTIVE DATE OF THIS RESOLUTION IS October 23, 2018
RESOLUTION NO. 18-27

RE: SALE OF SURPLUS REAL PROPERTY

Frederick County real property may be sold if it is determined, following a public hearing, to be surplus to present and future County needs and upon acceptable terms and conditions, including purchase price; and

The Annotated Code of Maryland, Education Article, Section 4-115, provides that real property, acquired by the County from the Board of Education, that becomes surplus to County needs may be sold by the County Council; and

Pursuant to a efforts by the Board of Education to sell the surplus real property, an offer was received from St. Thomas More Academy, Inc. ("STM"), to buy certain surplus real property, consisting of a former primary school later used for administrative offices and the surrounding property, commonly known as 103 Prospect Street, Middletown, Maryland (the "Property"); and STM's offer to purchase the Property is for a price and on terms and conditions acceptable to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF FREDERICK COUNTY, MARYLAND, that the real property commonly known as 103 Prospect Street, Middletown, Maryland, is surplus to Frederick County, Maryland's present and future needs; and

BE IT FURTHER RESOLVED that County real property commonly known as 103 Prospect Street, Middletown, Maryland, should be sold to STM for the purchase price amount and

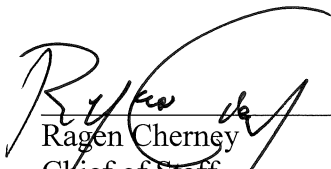
substantially under the terms and conditions set forth in that Contract of Sale between Frederick County, Maryland and STM attached as Exhibit A to this Resolution; and

BE IT FURTHER RESOLVED that the County Executive and such other officers, officials and employees of the County as the County Executive may designate are authorized and empowered to execute all documents, instruments and certificates; to make any and all necessary changes, additions or modifications to the Agreement of Sale of Real Property attached as Exhibit A so long as the substance of such Agreement is not materially altered thereby; and otherwise to take all actions necessary to consummate the sale of this Property to STM.

The undersigned certifies that this Resolution was approved and adopted on the 23rd day of October, 2018.

ATTEST:

COUNTY COUNCIL OF FREDERICK
COUNTY, MARYLAND



Ragen Cherney
Chief of Staff
WK 10/23/18

By: 

Bud Otis, President

STM
Purchase of 103 Prospect
Middletown, MD

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made as of September 15th, 2018, by and between ST. THOMAS MORE ACADEMY, INC., a Maryland non-stock corporation, with an IRS Section 501(c)3 non-profit status ("Purchaser") and FREDERICK COUNTY, MARYLAND, A BODY POLITIC OF THE STATE OF MARYLAND ("Seller").

Explanatory Statement

The parties acknowledge and agree that the property to be sold under this Contract (the "Property," as further defined below) is currently owned by the Frederick County, Maryland - Board of Education ("BOE") and that BOE and/or the Seller need to obtain certain approvals from the State of Maryland and the County Council and comply with certain other processes (collectively, the "Surplus Property Laws") to transfer the Property to the Seller to be sold and transferred to the Purchaser under this Contract. The BOE and the Seller have obtained the State of Maryland's preliminary approval, but such approval was contingent upon the BOE and the Seller obtaining the State Board of Public Works' ("BPW") approval for the sale and transfer of the Property. Accordingly, as provided in Section 1 of this Contract, the Seller's obligation to consummate the sale of the Property to the Purchaser is specifically contingent upon compliance with the Surplus Property Laws and obtaining BPW's and County Council's approval for the sale and transfer of the Property.

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PRELIMINARY MATTERS. The Seller's obligation to sell and transfer the Property to the Purchaser is specifically contingent upon compliance with the Surplus Property Laws and the BPW's and County Council's granting of any required approvals for the sale and transfer of the Property. The Seller shall use good faith, due diligent efforts to promptly obtain BPW's and County Council's approval and otherwise comply with the Surplus Property Laws. The Seller shall notify the Purchaser once BPW has approved the sale and transfer of the Property and once all other requirements of the Surplus Property Laws have been met. At Settlement, the Seller shall cause BOE to deliver a fully executed special warranty deed (in recordable form) conveying the Property from the BOE to the Seller, which deed shall be recorded immediately prior to the deed conveying the Property from the Seller to the Purchaser as otherwise contemplated in this Contract. If for any reason, the Seller is not able to obtain BPW's consent and/or meet the other requirements of the Surplus Property Laws on or before Settlement, then the Seller shall notify the Purchaser, and the Seller and Purchaser can mutually agree to extend the date of Settlement to allow for more time to obtain the approvals and comply with the requirements of the Surplus Property Laws or terminate this Contract, whereupon the Deposit shall be refunded to the Purchaser and the parties shall be relieved of all liability hereunder.

2. SALE AND PURCHASE.

A. Subject to the terms of this Contract, including without limitation, the provisions of Section 1 above, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, in fee simple, all of that parcel of ground containing approximately 41,314 +/- SQF of land, and improved with a 3-story school building containing approximately 15,700 SQF of space, formerly used as the Middletown Primary School, shown and designated as Lot 2 on that certain plat of subdivision entitled "*Combined Preliminary /Final Plat, Section One Lots 1 & 2 MIDDLETOWN LIBRARY, Middletown, MD*" and recorded in Plat Book 45, page 55 among the Plat Records of Frederick County, together with all improvements, appurtenances, fixtures, equipment, utilities, rights, easements, privileges, and rights-of-way incident thereto (hereinafter, collectively, the "Property"). The Property is generally known as 103 Prospect Street, Middletown, Maryland, SDAT Account # 03-140334, Tax Map 501, Grid 09, Parcel 680 and is further described in that certain deed recorded among the Land Records of Frederick County, Maryland at Liber 284, folio 433.

B. The Property is being sold and conveyed to the Purchaser subject to the terms and conditions of this Contract and includes all equipment, supplies, inventory, and related items used in connection with the maintenance and use of the Property, including any and all existing mechanical and HVAC systems, generators, lifts, ladders, and similar items.

C. Except as expressly set forth in this Contract, the Property is sold in "AS-IS" and WHERE-IS" condition with such defects as may exist. Seller makes no warranty, expressed or implied, as to the condition of the Property or any appliance, equipment or system, contained therein. Except as expressly set forth in this Contract, the parties agree that the Seller shall not be liable for any warranties provided by statute or common law including, any express or implied warranty for a particular purpose or for habitation.

3. PURCHASE PRICE. The full and complete purchase price to be paid by Purchaser for the Property shall be TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) ("Purchase Price"). The Purchase Price shall be paid in accordance with the following:

A. A deposit of FIVE THOUSAND DOLLARS (\$5,000.00) ("Deposit") in the form of a good check shall be paid by Purchaser unto the Escrow Agent (as identified in Section 4), which Deposit shall be paid within THREE (3) business days following the execution of this Contract by all parties. The Deposit shall be held and disbursed as otherwise provided in this Contract, and if this Contract is not otherwise terminated, the Deposit shall be paid to Seller at Settlement, and credited against the Purchase Price.

B. At Settlement the Purchaser shall pay the remaining balance of the Purchase Price in cash or other immediately available funds.

4. ESCROW AGENT.

A. The Deposit shall be paid by Purchaser unto the Law Offices - Craig R. Habicht, LLC, 16 West South Street, Frederick, Maryland (the "Escrow Agent"), to be held, in the Escrow Agent's Attorney Trust Account.

B. The Escrow Agent shall not be liable for any acts or omissions at any time unless caused by the willful malfeasance of the Escrow Agent with respect to the escrow established herein. If a dispute arises between the parties as to the disposition of the Deposit, the Escrow Agent shall: (a) hold the Deposit until the Escrow Agent has releases signed by all parties to the transaction authorizing disposition of the Deposit, or (b) hold the Deposit until such time as one of the parties to the transaction files suit and the court in which such suit is filed orders the disbursement of the Deposit, or (c) deliver such Deposit into the appropriate court by filing an Interpleader Action. In the event of any litigation between the Seller and Purchaser concerning the Deposit, Escrow Agent's sole responsibility may be satisfied, at Escrow Agent's option, by delivering the Deposit into the court in which such litigation is pending, and Purchaser and the Seller agree that upon deliverance of such Deposit into court, neither Purchaser nor Seller shall have any further right, claim, demand, or action against the Escrow Agent. In the event any dispute arises under this Contract between the Seller and Purchaser resulting in the Escrow Agent being made a party to any litigation, Seller and Purchaser, jointly and severally, shall indemnify the Escrow Agent for all costs, reasonable attorneys' fees and legal expenses incurred by the Escrow Agent as a result thereof; provided that such litigation does not result in a judgment against the Escrow Agent for acting improperly under this Contract. The Seller acknowledges and agrees that the Escrow Agent is a law firm that represents the Purchaser in this and other various legal related matters; and if a dispute arises between the parties, the Escrow Agent shall not be disqualified from representing the Purchaser in such dispute merely because it is acting as an escrow agent under the terms of this Contract.

5. TITLE. Title to the Property shall be good and merchantable, free and clear of all liens, encumbrances, encroachments, and other matters unacceptable to Purchaser in Purchaser's sole and absolute discretion. Title shall be insurable at standard rates on the standard form of the latest edition of ALTA-Owner's Insurance Policy, with only those exceptions as shall be acceptable to Purchaser. The Purchaser shall cause the Escrow Agent to examine the title to the Property and to issue a written title insurance commitment based upon such examination. In addition, Purchaser shall have the right to obtain an ALTA survey of the Property as part of Purchaser's review of title to the Property (the "Survey"). If such Survey, title search and commitment shall disclose defects in title such that title does not comply with the provisions of this Section (hereinafter a "Title Defect"), then Purchaser shall so notify Seller by written notice of an objection to title ("Title Objection Notice"). If the aforesaid title search and commitment shall reveal a Title Defect and such Title Defect is one which the Seller elect to remedy, then the Seller may take such action as may be necessary, at Seller's expense, to correct such Title Defect within forty-five (45) days from the Title Objection Notice. If such Title Defect is corrected and remedied by the Seller within forty-five (45) days from the Title Objection Notice, then this Contract shall continue in full force and effect in the same manner and for all intents and purposes as if such Title Defect had never existed. If the aforesaid title search and report shall

reveal a Title Defect and such Title Defect is not one which the Seller elect to remedy within forty-five (45) days from the Title Objection Notice, then Purchaser, at Purchaser's election, shall either (i) waive such uncured Title Defect, in which event the parties shall proceed with Settlement under this Contract in accordance with and subject to the terms and provisions hereof; or (ii) cancel and rescind this Contract, in which case the Deposit shall be promptly refunded to Purchaser, and all parties hereto shall be released from all liability hereunder. Seller shall execute such affidavits, indemnities and certifications as reasonably requested by Purchaser's title insurance company to remove any Title Defects and/or exceptions to title from Purchaser's and Purchaser's lender's title insurance policies.

6. FEASIBILITY PERIOD.

A. For a period of THIRTY (30) days from the Effective Date ("Feasibility Period"), the Purchaser (at its cost) and its agents shall have the right to conduct feasibility, structural and such other physical inspections and studies upon and about the Property, including without limitation, environmental studies, structural inspections, verification of zoning, and appraisals. Purchaser and Purchaser's agents and consultants shall have the right, to enter upon any part of the Property for the purpose of conducting any such studies and investigations. Purchaser shall be entitled, in Purchaser's sole and absolute discretion, to determine the economic feasibility of purchasing the Property based on its investigations as provided herein; and if Purchaser shall determine, in Purchaser's sole discretion, that the Property is not suitable for Purchaser's intended purposes and requirements or if the condition of the Property is not to the satisfaction of Purchaser, in Purchaser's sole and absolute discretion, then the Purchaser shall have the unilateral right to declare this Contract terminated and null and void by written notice delivered to Seller prior to the expiration of the Feasibility Period, at which time the Deposit shall be refunded to the Purchaser, this Contract shall be deemed terminated and the parties shall have no further obligation under this Contract.

B. The Purchaser shall indemnify the Seller against any damages to the Property as the direct result of its inspections and studies on or about the Property and shall ensure that all of its contractors and vendors engaged to perform such investigations and studies are properly licensed and have a general liability insurance policy with coverages amounts of no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

7. SELLER WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to the Purchaser to enter into this Contract, the Seller represents, warrants and covenants as follows:

A. The Seller has the right, power and authority to enter into this Contract to sell the Property, the actual transfer of title being subject to obtaining approvals under the Surplus Property Laws and the other provisions set forth in Section 1 of this Contract.

B. This Contract has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller, enforceable in accordance with its terms, the actual transfer of title being subject to obtaining approvals under the Surplus Property Laws and the other provisions set forth in Section 1 of this Contract.

C. Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Seller is a party; and/or (ii) violate any restrictions to which the Seller is subject.

D. The Seller is not a party to any litigation affecting the Property or any part thereof, and the Seller has no knowledge of any threatened litigation affecting the Property or any part thereof.

E. To the best of the Sellers' knowledge, there has been no communications or agreements with any governmental authority or agency (federal, state or local) or any private entity concerning any environmental concern on the Property, including, but not limited to, any release, threat of release, placement on, in or under the Property, or the generation, transportation, storage, treatment, handling or disposal at the Property of any hazardous substance or hazardous waste, and the Seller has no knowledge of any such environmental concern on or affecting the Property, *except that Seller discloses that because of the age of the Property there may be asbestos or other material now considered a "hazardous substance" embedded or otherwise a part of the building materials incorporated into the improvements located on the Property.*

F. There is no action, proceeding or investigation pending or to Seller's knowledge, threatened, against the Seller or the Property before any court, governmental authority or agency, and Seller has not received any written notice of (i) condemnation or eminent domain proceedings, (ii) zoning violations or changes in zoning, or (iii) increases in the real estate tax assessments with respect to the Property.

G. No contractual or donative commitments relating to the Property have been made by Seller to any governmental authority, quasi-governmental authority, utility company, community association, or to any other organization, group, or individual, which would affect the use and occupancy of the Property or would impose any obligation upon Purchaser to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

H. No other person or entity has a right of first refusal, right of first offer, an option, or other similar right or opportunity to purchase the Property, and except for this Contract, the Seller has not made any other such commitments or agreements to sell the Property and/or otherwise convey Seller's interest in the Property.

The foregoing covenants, representations, and warranties shall be deemed to be made by Seller as of the Effective Date and as of the date of Settlement. Seller will not cause or suffer any action to be taken which would cause any of the foregoing covenants, representations or warranties contained in this Section to be untrue in any material respect during and as of the date of the Settlement. Seller shall immediately notify the Purchaser, in writing, of any event or condition which occurs prior to Settlement, which causes a change in the facts relating to, or the truth of, any of the above covenants, representations or warranties. Seller hereby authorizes

Purchaser to make such inquiries and/or investigations which Purchaser deems necessary and appropriate of any and all applicable governmental or quasi-governmental agencies in connection with Purchaser's intended purchase of the Property.

If any of the foregoing warranties, representations or covenants is untrue in any material respect, either as of the Effective Date or at any time up to and including the date of Settlement, Purchaser shall have the right and option, by written notice to the Seller, to cancel and terminate this Contract, in which event the Deposit shall be refunded to Purchaser.

8. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to the Seller to enter into this Contract, the Purchaser represents, warrants and covenants as follows:

A. The Purchaser has the right, power and authority to enter into this Contract and to purchase the Property in accordance with the terms and conditions hereof; and is a valid Maryland non-profit corporation, in good standing with the State of Maryland.

B. This Contract has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms.

C. Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Purchaser is a party; and/or (ii) violate any restrictions to which the Purchaser is subject.

Purchaser will not cause or suffer any action to be taken which would cause any of the foregoing covenants, representations or warranties contained in this Section to be untrue in any material respect during and as of the date of the Settlement. Purchaser shall immediately notify the Seller, in writing, of any event or condition which occurs prior to Settlement, which causes a change in the facts relating to, or the truth of, any of the above covenants, representations or warranties. If any of the foregoing warranties, representations or covenants is untrue in any material respect, either as of the Effective Date or at any time up to and including the date of Settlement, Seller shall have the right and option, by written notice to the Purchaser, to cancel and terminate this Contract. The Purchaser shall give Seller immediate written notice if the Purchaser becomes aware that any of the aforesaid representations, warranties or covenants is not true at any time prior to Settlement.

9. SETTLEMENT. If this Contract is not otherwise terminated in accordance with its terms, then the purchase and sale contemplated by this Contract shall be consummated at Settlement ("Settlement"), which shall take place on or before the THIRTIETH (30TH) day following the expiration of the Feasibility Period. The exact date, time and place for Settlement shall be designated by Purchaser in a written notice to the Seller at least five (5) days prior to the date set for Settlement in such notice. In the event Purchaser shall not otherwise properly notify the Seller as set forth above, Settlement shall occur on the thirtieth (30th) day following the expiration of the Feasibility Period at 12:00 PM. at the offices of the Escrow Agent, or on the

next business day thereafter if such day falls on a holiday or weekend. Delivery to the Escrow Agent of the Purchase Price paid in accordance with Section 4 above, the deed and such other papers and/or documents as are required by either party under the terms of this Contract, in each case properly executed, shall be considered good and sufficient tender of performance.

10. POSSESSION/CONDITION OF PROPERTY. Seller shall deliver possession of the Property to the Purchaser at Settlement as otherwise required by the terms of this Contract, free and clear of tenants, occupants, licensees, and leases (except for the Purchaser's existing lease for the Property). Except as specifically provided in this Contract, the Property shall be sold, transferred and conveyed to the Purchaser in its "*as is*" condition; subject in all cases to the representations and warranties of the Seller, including without limitation, those pertaining to title to the Property.

11. DELIVERIES AT AND CONDITIONS TO SETTLEMENT. Seller shall deliver to Purchaser on or before Settlement all of the following, the execution and delivery of which shall be conditions precedent to Settlement: (a) an affidavit stating that Seller is not a foreign person and providing Seller's tax identification number (Non-Foreign Person Affidavit/Form 1099), (b) the BOE deed referenced in Section 1 above and a special warranty deed, in recordable form, conveying fee simple title to the Property to Purchaser in accordance with Section 5 hereof, (c) a certificate signed by the Seller confirming that all of the Seller's covenants, representations and warranties are true and correct as of the date of Settlement, (d) and such other documents and instruments reasonably requested by the Purchaser. Purchaser shall deliver and otherwise pay at Settlement, the Purchase Price; and shall deliver such other documents and instruments as reasonably requested by the Seller.

12. EXPENSES, PRORATED ITEMS AND ADJUSTMENTS.

A. State and local transfer and recordation taxes shall be paid equally by the Seller and Purchaser (unless an exception for the imposition of such taxes is applicable). Purchaser shall pay title insurance premiums and charges, tax certifications, recording fees, and survey costs for any surveys ordered by Purchaser. Seller shall pay all costs and expenses necessary to obtain a release of any liens or encumbrances on the Property and shall pay for the preparing of the deed for the Property. Each party shall pay their own attorney fees.

B. All rents, utilities, real property taxes and all other public or governmental charges against the Property which are or may be payable on an annual, semi-annual or other basis shall be adjusted and apportioned as of the date of Settlement and thereafter assumed by Purchaser. Purchaser is currently paying for all utilities under its current lease for the Property and shall continue to pay such utilities under the terms of such lease until Settlement, at which time it shall assume all obligations for utilities as the owner of the Property.

13. CONDEMNATION. In the event of condemnation or receipt of notice of condemnation or taking of any part of the Property by governmental authority prior to the date of Settlement, Purchaser, at its sole option, shall have the right to terminate this Contract, and the Deposit shall be refunded to Purchaser, at which time this Contract shall be null and void, and all parties hereto shall be released from all further liability hereunder. If Purchaser does not elect to

terminate this Contract, then Settlement hereunder shall be consummated as herein provided, without reduction of the Purchase Price, but all condemnation awards or payments shall be paid or assigned to Purchaser at Settlement.

14. RISK OF LOSS/INSURANCE/CASUALTY.

A. The Seller/BOE assumes the risk of loss of any damages to the Property or any part thereof by reason of fire or other casualty until the consummation of Settlement hereunder. The Seller/BOE agrees to insure the Property during the period between the Effective Date and the date of Settlement against all casualties generally covered under an "all risk" type of insurance policy.

B. In the event the Property or any part thereof shall suffer any casualty loss prior to the date of Settlement, Purchaser may elect to terminate this Contract (and receive the return of the Deposit)

15. BROKERAGE COMMISSIONS. Each party hereby represents and warrants unto the other that they have not acted through or with, or introduced into the transactions contemplated hereby, any broker, agent, or finder who would be entitled to a commission or fee. Each party shall indemnify and hold harmless the other, respectively, of and from any and all other liability, cost and expense, including reasonable attorneys' fees, incurred or suffered as a result of breach of the aforesaid warranty or the above provisions by the indemnifying party.

16. DEFAULT.

A. Purchaser and the Seller each acknowledge that it would be difficult to ascertain the actual damages which would be suffered by the Seller if Purchaser defaults in consummating the purchase and sale contemplated by this Contract. Accordingly, if all conditions and other events precedent to Purchaser's obligation to consummate the transaction contemplated by this Contract have been satisfied or waived, but Purchaser fails, refuses or is unable to consummate Settlement under this Contract, then Seller's sole remedy shall be to declare a forfeiture of and to retain the Deposit, as liquidated damages and not a penalty. Upon such forfeiture, all parties hereto shall be released of all further liability hereunder, and this Contract shall be null and void. In no event shall the Seller have the right to bring suit for specific performance and/or for monetary damages for default by Purchaser.

B. If all conditions and other events precedent to Seller's obligations to consummate the transaction contemplated by this Contract have been satisfied or waived, and the Seller fails, refuses or is unable to consummate Settlement under this Contract, then Purchaser shall have the right to bring suit for specific performance against Seller, receive an immediate refund of the Deposit, or otherwise pursue all rights and remedies against the Seller for Seller's default hereunder.

C. The foregoing rights and remedies pertain specifically to a default of this Contract on or before the consummation of Settlement and shall not preclude a party from

pursuing any remedy for a material breach of any covenant, representation, and/or warranty provided herein from and after the date of Settlement to the t such matter survives Settlement.

17. MISCELLANEOUS.

A. This Contract constitutes the entire agreement between the parties with respect to the Property, and it supersedes all prior discussions, understandings or agreements between the parties. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. The Purchaser reserves the right to assign this Contract and all of Purchaser's rights and obligations hereunder to a newly formed entity that is owned and/or controlled by the Purchaser. This Contract may only be amended or modified by a written agreement signed by the parties.

B. This Contract shall be governed by, and construed under the laws of the State of Maryland. After Settlement, each party shall execute and deliver to the other any additional documents and instruments which such other party may reasonably determine are necessary to further assure to the other the consummation of the purchase and sale contemplated herein, without additional expense to the party requesting such items.

C. All notices, requests, consents and other communications hereunder shall be in writing and shall be (i) personally delivered, (ii) sent by overnight delivery, or (iii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid to the address listed on the signature page hereto, or to such other address as may have been furnished by the parties in writing.

D. Time shall be of the essence with respect to each and every provision of this Contract. All representations, statements, agreements, warranties, indemnities, and covenants of Seller and Purchaser contained herein shall continue to bind the parties and survive Settlement pursuant to this Contract for a period of eighteen (18) months.

E. The "Effective Date" of this Contract is the last date upon which both Seller and Purchaser have fully executed this Contract as evidenced by the date identified on the signature page attached hereto.

*** SIGNATURE PAGE FOLLOWS ***

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Contract as of the day and year first above written.

WITNESS:

SELLER:

FREDERICK COUNTY, MARYLAND

By: _____ (seal)

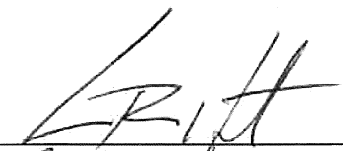
Print Name: _____

Title: _____

Seller's Address for Notices: _____

PURCHASER:

ST. THOMAS MORE ACADEMY, INC.



Craig R. Harbich, Esq.

By:  (Seal)

Name: James A. Merkel

Title: President

Purchaser's Address for Notices: _____

P.O. Box 60
Wakersville, MD 21793

The Effective Date of this Agreement is September __, 2018.