

Supreme Court of the United States

IN RE
JUSTIN JEFFREY SAADEIN-MORALES,
Petitioner,

v.

WESTRIDGE SWIM AND RACQUET CLUB, INC.,
A COMMUNITY ASSOCIATION,
Respondent.

On petition for an extraordinary writ directed to the United States Court of Appeals for the Fourth Circuit, in aid of that court's appellate jurisdiction (28 U.S.C. § 1651(a); Sup. Ct. R. 20)

SUPPLEMENTAL BRIEF

JUSTIN SAADEIN-MORALES,
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CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

CONSTITUTIONAL PROVISIONS

U.S. Const. art. VI, cl. 2 (Supremacy Clause; Federal Law Controls Over State Law.)

STATUTORY PROVISIONS

11 U.S.C. § 362(c)(3) (Automatic Stay—Termination as To Debtor After 30 Days)

11 U.S.C. § 541(a) (Property of the Estate—Scope)

28 U.S.C. § 1334(e)(1) (Exclusive *in rem* Jurisdiction Over Property of the Estate)

INTRODUCTION AND INTERVENING DEVELOPMENTS

Since the filing of the petition, critical developments in the Circuit Court for Prince William County (No. CL23005592-06) have directly threatened this Court’s jurisdiction. On August 29, 2025, Respondent Westridge Swim & Racquet Club, Inc., acting through its Special Commissioner of Sale, moved for approval of a residential sales contract concerning 12720 Knightsbridge Drive. On September 5, 2025, Respondent Westridge filed an “emergency” motion for issuance of a Rule to Show Cause against Petitioner, alleging contempt of a prior protective order. On September 9, 2025, chambers of the Hon. Lisa M. Baird confirmed that both the sale-approval motion and the contempt motion would be heard together on September 12, 2025.

These events materially alter the posture. The proposed sale seeks to divest title from Petitioner while appeals remain pending in the Fourth Circuit and a Rule 20 petition is before this Court. The contempt motion weaponizes state judicial power to punish Petitioner for issuing a litigation-hold notice to preserve evidence relevant to those federal

proceedings. And the calendaring of both matters, despite explicit references to the ongoing federal litigation, demonstrates not inadvertence but willful disregard of federal jurisdiction.

The actions below amount to obstruction of federal review and intimidation of a pro se litigant. Unless restrained, they will moot the very questions presented in the petition, making this supplemental filing not only proper under Supreme Court Rule 15.8 but essential to safeguard this Court’s authority under 28 U.S.C. § 1334(e)(1).

SUPPLEMENTAL STATEMENT

On August 29, 2025, Respondent filed in the Prince William County Circuit Court a motion seeking approval of a sales contract for the subject property. The contract, executed by the Special Commissioner, sets a sales price of \$818,000 and purports to convey Petitioner’s deeded property notwithstanding the pending federal appeals. This attempt at conveyance contravenes 11 U.S.C. § 362(c)(3), 11 U.S.C. § 541(a), and 28 U.S.C. § 1334(e)(1), which vest exclusive jurisdiction over estate property in the federal courts.

That same week, Respondent sought even greater leverage. On September 5, 2025, the Special Commissioner filed an “emergency” motion for a Rule to Show Cause, demanding that Petitioner be held in contempt for mailing a litigation-hold letter to a real estate agent. The letter directed preservation of evidence potentially relevant to federal litigation, including lockbox access logs, communications, and marketing materials. Preservation notices are not only lawful but required under federal law. See Fed. R. Civ. P. 37(e); *Silvestri v. Gen. Motors Corp.*, 271 F.3d 583, 590 (4th Cir. 2001). Yet, Respondent seeks to criminalize this act of compliance by recasting it as “harassment.”

On September 9, 2025, chambers of Judge BAIRD issued a notice confirming that both the sale-approval motion and the contempt motion would be heard together on September 12, 2025. Through that notice, the state court acknowledged the ongoing federal litigation visible in the Respondent's filings yet proceeded to schedule contempt proceedings. The court thus acted with actual knowledge of the conflict, further intensifying the constitutional violation.

These events show three things. First, Respondent is pressing forward with a sale that federal law renders void. Second, they are weaponizing contempt not to vindicate court authority but to intimidate a pro se petitioner from exercising preservation rights. Third, the state court, with knowledge of overlapping federal proceedings, has nonetheless scheduled hearings that obstruct and risk mootling this Court's jurisdiction.

ARGUMENT

I. THE ATTEMPTED SALE IS VOID UNDER THE BANKRUPTCY CODE AND RISKS MOOTING THIS COURT'S JURISDICTION.

Federal law is clear: once property enters the bankruptcy estate, only the federal courts retain jurisdiction to authorize its disposition. 11 U.S.C. §§ 362(c)(3), 541(a); 28 U.S.C. § 1334(e)(1). In *Kalb v. Feuerstein*, 308 U.S. 433, 438 (1940), this Court held that state-court foreclosure proceedings in violation of the Bankruptcy Act were “not merely erroneous but absolutely void.” By seeking and scheduling approval of a sales contract while appeals are pending, the state court disregards the automatic stay’s continuing protection and undermines this Court’s capacity to grant effective relief. *Griggs v. Provident Consumer Discount Co.*, 459 U.S. 56, 58 (1982), confirms that premature state action strips appellate courts of jurisdiction to decide the controversy.

Consequences of Inaction. If this Court permits the sale to proceed, the deed will be conveyed and jurisdiction impaired before the merits are reached. Although this Court retains

the power to reverse such a conveyance, the disruption will complicate remedies and risk prejudice to ongoing appeals. The Supremacy Clause must not depend on retroactive correction when prospective restraint is available.

II. THE CONTEMPT MOTION WEAPONIZES STATE POWER AGAINST FEDERALLY MANDATED PRESERVATION DUTIES AND CONSTITUTES INTIMIDATION.

Petitioner's August 30 litigation-hold letter was a lawful preservation notice, required by federal discovery rules and binding precedent. See Fed. R. Civ. P. 37(e); *Silvestri*, 271 F.3d at 590. The motion to punish that notice by contempt is intimidation: it threatens incarceration or fines for complying with federal obligations. This Court has long held that due process forbids coercive deprivations of property or liberty under the guise of procedure. *Fuentes v. Shevin*, 407 U.S. 67, 80–82 (1972), recognized that even temporary seizures offend constitutional protections absent rigorous safeguards. Here, the contempt proceeding is not designed to vindicate court authority but to chill Petitioner's lawful exercise of preservation rights, silencing a pro se litigant through fear of sanction.

Consequences of Inaction. Should contempt be allowed to proceed, a pro se litigant will face incarceration not for disobedience but for obedience to federal law. That inversion of constitutional order signals to lower courts that intimidation is an acceptable instrument against those least able to resist, eroding public confidence in equal justice.

III. THE STATE COURT'S WILLFUL DISREGARD OF FEDERAL JURISDICTION CONSTITUTES OBSTRUCTION OF THIS COURT'S AUTHORITY.

The record shows that Judge BAIRD had actual notice of the ongoing federal litigation through Respondent's own filings, which cited the federal appeals and this Rule 20 petition. Nevertheless, she placed both the sale-approval

motion and the contempt motion for September 12. This is not an oversight. It is obstruction of federal jurisdiction: a purposeful act that risks nullifying ongoing federal review. Under the Supremacy Clause, U.S. Const. art. VI, cl. 2, state courts lack authority to proceed where Congress has granted exclusive jurisdiction to the federal judiciary. This Court has repeatedly intervened to prevent state encroachment upon federal supremacy in bankruptcy and veterans' matters. See, e.g., *United States v. James Daniel Good Real Prop.*, 510 U.S. 43, 58 (1993).

Consequences of Inaction. If a state judge proceeds with full awareness of overlapping federal proceedings, then jurisdictional boundaries lose their authority. The federal judiciary's constitutional role is not self-enforcing; without this Court's intervention, obstruction could set a precedent, leaving litigants without confidence that federal review can restrain state excesses.

IV. THESE EVENTS EPITOMIZE THE SUPREMACY CLAUSE CONFLICT AND STRUCTURAL PRO SE DISCRIMINATION IDENTIFIED IN THE PETITION.

The developments since August 2025 sharpen the constitutional issues already presented. The state court seeks to divest Petitioner of property protected under federal statutes, while simultaneously intimidating him with contempt for preserving evidence necessary to vindicate his federal rights. This dual track—sale and sanction—epitomizes the Supremacy Clause conflict at the heart of this case. And because such measures would never be imposed against represented parties issuing preservation letters through counsel, they also expose structural discrimination against pro se litigants. This Court has recognized that pro se parties are entitled to fair access and cannot be punished for exercising rights afforded to all. See *Haines v. Kerner*, 404 U.S. 519, 520–21 (1972) (per curiam); *Turner v. Rogers*, 564 U.S. 431, 445–46 (2011).

Consequences of Inaction. If the Court declines to act, the message to pro se litigants will be unmistakable: asserting rights against entrenched interests risks not only losing property but also facing contempt. That discriminatory dynamic damages the integrity of the judiciary, leaving federal protections meaningless for those without legal representation.

CONCLUSION

The intervening events underscore the urgency of the Petition and confirm that the risks identified therein have now materialized. Respondent persists in actions that federal law renders void, invokes contempt to punish the preservation of evidence, and proceeds in disregard of pending federal appeals. These are not routine litigation steps but calculated measures that threaten to moot this Court's jurisdiction and nullify federal supremacy.

Petitioner respectfully reaffirms and renews the relief set forth in the Petition for an Extraordinary Writ, and submits that the supplemental record and authorities presented here demonstrate why such relief is both necessary and appropriate.¹

Dated: September 15, 2025



JUSTIN SAADEIN-MORALES,

Pro Se Petitioner.

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¹ See Petition for an Extraordinary Writ, "Conclusion and Prayer for Relief" (filed Aug. 16, 2025, at 32–34) (setting forth requested relief including interim injunction, order to show cause, expedited treatment of consolidated appeals, and related remedies).

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SUPPLEMENTAL APPENDIX

VIRGINIA COURTS

Circuit Court (Prince William County), <i>Westridge Swim & Racquet Club, Inc. v. Saadein-Morales</i> , No. CL23005592-06, Motion for Approval of Sales Contract (filed Aug. 29, 2025)	1a
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28 U.S.C. § 1334(e)(1)	41a
Fed. R. Civ. P. 37(e)	41a

SUPPLEMENTAL APPENDIX SA.1

CIRCUIT COURT FOR
PRINCE WILLIAM COUNTY

No. CL23005592-06

WESTRIDGE SWIM & RACQUET CLUB, INC.,
A COMMUNITY ASSOCIATION, PLAINTIFF

v.

JUSTIN SAADEIN-MORALES
AND OSCAR SAADEIN-MORALES, DEFENDANTS

Filed August 29, 2025

MOTION FOR APPROVAL OF SALES CONTRACT

COME NOW the Plaintiff and Richard A. Lash, Special Commissioner of Sale, ("Commissioner"), and move this Honorable Court for an Order Approving the Sales Contract for the real property located at 12720 Knightsbridge Drive, Woodbridge, Virginia 22192 (the "Contract") entered into by the Commissioner pursuant to this Court's February 16, 2024 Order.

A true copy of the Contract is attached hereto as Exhibit A.

Respectfully submitted,
Richard A. Lash,
Special Commissioner of Sale,
By Counsel.

(Signed) RICHARD A. LASH,
*Richard A. Lash (VSB No. 25723),
Special Commissioner of Sale,
Buonassissi, Henning & Lash, P.C.,
12355 Sunrise Valley Drive, Suite 650,
Reston, Virginia 20191,
(703) 217-5602 (telephone), 1-888-252-7739 (fax),
Richard.Lash@bhlpc.com.*

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of August 2025, a true copy of the foregoing Motion was mailed, first class postage prepaid to and/or served electronically on:

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(Signed) RICHARD A. LASH

PLAINTIFF'S EXHIBIT A

RESIDENTIAL SALES CONTRACT (Virginia)

This form may only be used by REALTORS® and others as authorized by NVAR. All other use is prohibited. This

sales contract ("Contract") is offered on August 25, 2025 ("Date of Offer") between Mohammed Mahabubul Alam ("Buyer") and Richard A Lash, Special Commissioner of Sale ("Seller") collectively referred to as "Parties", who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction William G. Buck & Assoc., Inc. ("Listing Brokerage") represents Seller, and Smart Realty ("Buyer's Brokerage") represents Buyer. The Listing Brokerage and Buyer's Brokerage are collectively referred to as "Broker." In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **REAL PROPERTY.** Buyer will buy and Seller will sell for the sales price in Paragraph 2(A) below ("Sales Price") Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"): TAX Map/ID # 8193-42-4984 Legal Description: Lot(s) 11 Section Subdivision or Condominium WESTRIDGE Parking Space(s) # County/Municipality PRINCE WILLIAM Deed Book/Liber # Page/Folio # Street Address 12720 KNIGHTSBRIDGE DR Unit # City WOODBRIDGE ZIP Code 22192
2. **PRICE AND FINANCING.** (Any % are percentages of Sales Price)
 - A. Sales Price. \$818,000 (Initialed) MMA, (Initialed) RAL. 815,000 (Initialed) MMA, (Initialed) RAL.
 - B. Down Payment (If no financing, Down Payment equals Sales Price). or % 20.000
 - C. Financing.
 1. First Trust (if applicable) \$ or % 80.000 Conventional VA FHA USDA VA Assumption Other:
 2. Second Trust (if applicable) \$ or %

3. Seller Held Trust (if applicable) \$ or % TOTAL FINANCING \$ or % 80.000

D. "Seller Subsidy" to Buyer. Seller's net reduced by: \$ or %

E. Seller Payment towards Buyer's Brokerage Compensation. Seller's net reduced by: \$ or % 2.000

This obligation is enforceable by Buyer's Brokerage against Seller and may be modified only by subsequent written agreement by Buyer's Brokerage.

F. Financing Contingency. Contract is contingent (addendum attached) OR is not contingent on financing. If Contract is contingent on financing: (i) Buyer will make written application for the financing and any lender-required property insurance no later than seven (7) days after Date of Ratification; and (ii) Buyer grants permission for Buyer's Brokerage and the lender to disclose to Listing Brokerage and Seller general information available about the progress of the loan application and loan approval process.

G. Appraisal Contingency. Contract is contingent (addendum attached) OR is not contingent on Appraisal. If Contract is contingent on financing and/or Appraisal, Seller will provide Appraiser(s) reasonable access to Property for Appraisal purposes. If Contract is not contingent on financing and/or Appraisal; Seller will OR will not provide Appraiser(s) reasonable access for Appraisal purposes.

If Contract is not contingent on Appraisal, Buyer will proceed to Settlement without regard to Appraisal. Seller and Buyer authorize Broker to release Sales Price to Appraiser(s) who contacts them to obtain the information. Nothing in this subparagraph creates a financing contingency not otherwise agreed to by the Parties.

H. Buyer's Representations. Buyer will OR will not occupy Property as Buyer's principal residence. Unless specified in a written contingency, neither Contract nor the

financing is dependent or contingent on the sale and settlement or lease of other real property. Buyer acknowledges that Seller is relying upon Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker, or

3. DEPOSIT. Buyer's deposit ("Deposit") in the amount of \$20,000.00-30,000 (Initialed) MMA, (Initialed) RAL. bank funds; and/or \$ by note due and payable on will be held in escrow by the following Escrow Agent: Settlement Agent OR Buyer's Brokerage OR Other: Buyer has delivered Deposit to Escrow Agent OR will deliver Deposit to Escrow Agent by 2 Business Days after Date of Ratification. If Buyer fails to timely deliver Deposit to Escrow Agent as provided herein, Seller may at Seller's option Deliver to Buyer Notice to Void Contract. Upon Delivery of Seller Notice to Void Contract, all respective rights and obligations of the Parties arising under Contract will terminate. Buyer may cure Default by Delivering Deposit to Escrow Agent prior to Seller Delivery of Notice Voiding Contract.

Deposit will be deposited by Escrow Agent into an escrow account in accordance with applicable state and federal law. This account may be interest bearing and all Parties waive any claim to interest resulting from Deposit. Deposit will be held in escrow until: (i) credited toward Sales Price at Settlement; (ii) all Parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or (iv) disposed of in any other manner authorized by law. Seller and Buyer agree that no Escrow Agent will have any liability to any party on account of disbursement of Deposit or on account of failure to disburse Deposit, except in the event of Escrow Agent's gross negligence or willful misconduct. Seller and Buyer further agree that Escrow Agent will not be liable for the failure of any depository in which Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless Escrow Agent from any loss or expense

arising out of the holding, disbursement or failure to disburse Deposit, except in the case of Escrow Agent's gross negligence or willful misconduct.

4. SETTLEMENT. Seller and Buyer will make full settlement in accordance with the terms of Contract on, or with mutual consent before, September 26, 2025 ("Settlement Date") except as otherwise provided in Contract. If Settlement Date falls on a day other than a Business Day, then Settlement will be on the prior Business Day.

NOTICE TO BUYER REGARDING THE REAL ESTATE SETTLEMENT AGENTS ACT ("RESAA") Choice of Settlement Agent: Chapter 10 § 55.1-1000, et seq.) of Title 51 of the Code of Virginia ("RESAA") provides that the purchaser or the borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the Parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. No settlement agent may collect any fees from a represented seller payable to the settlement agent or its subsidiaries, affiliates, or subcontractors without first obtaining the written consent of the seller's counsel.

Variation by agreement: The provisions of the RESAA may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the

use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement, or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from their settlement agent, upon request, in accordance with the provisions of the RESAA.

BUYER'S NOTICE TO SELLER. Buyer designates Brennan Title Company ("Settlement Agent"). Buyer agrees to contact Settlement Agent within ten (10) Days of Date of Ratification to schedule Settlement. Settlement Agent will order the title exam and survey if required. Pursuant to Virginia law, Settlement Agent is the sole agent responsible for conducting the Settlement as defined in Virginia Code § 55.1-900, et seq. Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

To facilitate Settlement Agent's preparation of various closing documents, including any Closing Disclosure, Buyer hereby authorizes Settlement Agent to send such Closing Disclosure to Buyer by electronic means and agrees to provide Settlement Agent with Buyer's electronic mail address for that purpose only.

5. DOWN PAYMENT. Down Payment will be paid on or before Settlement Date by certified or cashier's check or by bank-wired funds as required by Settlement Agent. An assignment of funds will not be used without prior written consent of Seller.

6. DELIVERY. This paragraph specifies the general delivery requirements under Contract. For delivery of

property or condominium owner's association documents, delivery may be to Buyer as set forth below OR to Buyer's agent.

Delivery ("Delivery," "delivery," or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, by facsimile, or email transmission. The Parties agree that Delivery will be deemed to have occurred on the day: delivered by hand, delivered by a professional courier service (including overnight delivery service) or by United States mail with return receipt requested, or sent by facsimile or email transmission, either of which produces a tangible record of the transmission.

Deliveries will be sent as follows:

- A. Addressed to Seller at Property address unless otherwise specified below by United States mail, hand delivery or courier service OR fax OR email (check all that apply): To Seller: rick@buckrealtors.com, heidi@heidirobbins.realtor
- B. Addressed to Buyer by United States mail, hand delivery, or courier service, OR fax, OR email (check all that apply):

To Buyer: realtorhumayun@gmail.com

No party to Contract will refuse Delivery in order to delay or extend any deadline established in Contract.

7. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT. The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) requires Seller to deliver a disclosure statement prior to the acceptance of Contract unless the transfer of Property is exempt. The law requires Seller, on a disclosure statement provided by the Real Estate Board, to state that Seller makes no representations or warranties concerning the physical condition of the Property and to sell the Property "as is," except as otherwise provided in Contract.

8. VIRGINIA RESALE DISCLOSURE ACT. Seller represents that the Property is OR is not located within a development that is subject to the Virginia Property Owners' Association Act ("POAA"). Seller represents that the Property is OR is not located within a development that is subject to the Virginia Condominium Act ("Condo Act").

Section § 55.1-2308 of the Resale Disclosure Act requires the following contract language: Subject to the provisions of § 55.1-2317, any contract for the resale of a unit in a common interest community shall disclose that (i) the unit is located in a common interest community; (ii) the seller or seller's agent is required to obtain from the association a resale certificate and provide it to the purchaser or purchaser's agent; (iii) the purchaser has the right to cancel the contract pursuant to § 55.1-2312; (iv) the purchaser or purchaser's agent has the right to request an update of such resale certificate in accordance with § 55.1-2311; and (v) the right to receive the resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

The provisions of § 55.1-2312 allow for Buyer cancellation of Contract under the following circumstances: (i) until 9 p.m. Days after Date of Ratification if Seller or Seller's Brokerage delivers the resale certificate to Buyer or Buyer's agent, whether or not complete, or a notice that the resale certificate is unavailable before Date of Ratification (if timeframe is left blank, it defaults to 3 Days after Date of Ratification); (ii) until 9 p.m. 2 Days after the date Seller or Seller's Brokerage delivers the resale certificate to Buyer or Buyer's agent, whether or not complete, or a notice that the resale certificate is unavailable if delivery occurs on or after Date of Ratification (if timeframe is left blank, it defaults to 3 Days after receipt); OR (iii) at any time prior to settlement if the resale certificate is not delivered to Buyer or Buyer's agent. If the unit is governed by more than one association, the timeframe for Buyer's right of cancellation shall run from the date of delivery of the last resale certificate. For more

information, see K1390 Understanding Your Rights Under the Resale Disclosure Act.

9. PROPERTY MAINTENANCE AND CONDITION; INSPECTIONS. Except as otherwise specified herein, Seller will deliver Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of Date of Offer OR Date of home inspection OR Other: (if no date is selected, then Date of Offer). Seller will have all utilities in service through Settlement. Buyer and Seller will not hold Broker liable for any breach of this Paragraph. Buyer acknowledges that except as otherwise specified in Contract, Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures will convey in its AS-IS condition as of the date specified above.

- Contract is contingent upon home inspection(s) and/or other inspections of Property. (Addendum attached); OR
- Buyer waives the opportunity to make Contract contingent upon home inspection(s) and/or other inspections of Property.

If Contract is contingent upon home inspection(s) and/or other inspections of Property, Seller will provide Broker, Buyer, and inspector(s) retained by Buyer reasonable access to Property to conduct home inspection(s) and/or other inspection(s) of Property.

If Contract is not contingent upon home inspection(s) and/or other inspections of Property Seller will not provide access to anyone for the purpose of conducting inspection(s) except for final walkthrough(s) as provided below. However, if checked Seller will provide Broker, Buyer, and licensed (if applicable), professional, insured inspector(s) retained by Buyer reasonable access to Property to conduct home inspection(s) and/or other inspection(s) of Property beginning on and ending on Nothing in this subparagraph creates a contingency not otherwise agreed to by the Parties.

Regardless of whether Contract is contingent upon home inspection(s) and/or other inspections, Seller will provide Broker and Buyer reasonable access to Property to make final walkthrough(s) within seven (7) days prior to Settlement and/or occupancy.

10. POSSESSION DATE. Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of Property at Settlement, including delivery of keys, mailbox keys, key fobs, codes, digital keys, if any. Seller will transfer exclusive control of any Smart Devices to Buyer at Settlement. If Seller fails to do so and occupies Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of Property. Seller will pay any damages and costs incurred by Buyer including reasonable attorney fees.

11. UTILITIES; MAJOR SYSTEMS. (Check all that apply)

Water Supply: Public Private Well Community Well

Hot Water: Oil Gas Elec. Other

Air Conditioning: Oil Gas Elec. Heat Pump Other

Heating: Oil Gas Elec. Heat Pump Other

Zones

Sewage Disposal: Public Septic for # BR

Community Septic Alternative Septic for # BR:

Septic Waiver Disclosure provided by Seller (if applicable)
per VA Code § 32.1-164.1:1. State Board of Health septic
system waivers are not transferable.

12. PERSONAL PROPERTY AND FIXTURES. Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, indoor and outdoor sprinkler systems, bathroom mirrors, sump pump, attic and exhaust fans, storm windows, storm doors, screens,

installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, antennas, exterior trees, and shrubs. Smart home devices installed, hardwired or attached to personal property or fixtures conveyed pursuant to this paragraph, including but not limited to, smart switches, smart thermostats, smart doorbells, and security cameras ("Smart Devices") DO convey. Electric vehicle charging stations DO convey. Solar panels installed on the Property DO convey (see attached Addendum). All surface or wall mounted electronic components/devices DO NOT convey; however, all related mounts, brackets and hardware DO convey. If more than one of an item conveys, the number of items is noted.

The items marked YES below are currently installed or offered and will convey.

Yes # Items Alarm System (Authentisign Initialed) MMA.

Built-in-Microwave Ceiling Fan Central Vacuum
 Clothes Dryer Clothes Washer Cooktop
 Dishwasher Disposer Electronic Air Filter
 Fireplace Screen/Door

Yes # Items Freezer Furnace Humidifier Garage Opener w/ remote Gas Log Hot Tub, Equip & Cover Intercom Playground Equip Pool, Equip, & Cover Refrigerator

Yes # Items w/ ice maker Satellite Dish Storage
 Shed (Authentisign Initialed) MMA. Stove or Range
 2 Wall Oven Water Treatment System Window A/C Unit (Authentisign Initialed) MMA. Window Fan Window Treatments Wood Stove

(Initialed) RAL. OTHER CONVEYANCES (as-is, no additional value and for Seller convenience) Add: Cooktop, wall oven x2, beverage refrigerator in kitchen, sm refrigerator in basement, shed, storage shelving in basement and fireplace door. Remove: built-in microwave, stove/range and window fan. All conveyances are as-is.

(Authentisign Initialed) MMA. DOES NOT CONVEY.

.....

FUEL TANKS. Fuel Tank(s) Leased # OR Fuel Tank(s) Owned (Fuel Tank(s), if owned, convey) # Unless otherwise agreed to in writing, any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer.

LEASED ITEMS. Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT convey absent an express written agreement by Buyer and Seller. The following is a list of the leased items within Property:

.....

13. IRS/FIRPTA-WITHHOLDING TAXES FOR FOREIGN SELLER. Seller is OR is not a "Foreign Person," as defined by the Foreign Investment in Real Property Tax Act (FIRPTA). If Seller is a Foreign Person, Buyer may be required to withhold and pay to the Internal Revenue Service (IRS) up to fifteen percent (15%) of the Sales Price on behalf of the Seller and file an IRS form which includes both Seller and Buyer tax identification numbers. The Parties agree to cooperate with each other and Settlement Agent to effectuate the legal requirements. If Seller's proceeds are not sufficient to cover the withholding obligations under FIRPTA, Seller may be required to pay at Settlement such additional certified funds necessary for the purpose of making such withholding payment.

14. SMOKE DETECTORS. Seller will deliver Property with smoke detectors installed and functioning in accordance with the laws and regulations of Virginia.

15. TARGET LEAD-BASED PAINT HOUSING. Seller represents that any residential dwellings at Property were OR were not constructed before 1978. If the dwellings were constructed before 1978, then, unless exempt under 42 U.S.C. §4852d, Property is considered "target housing"

under the statute and a copy of the "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been attached and made a part of the Contract as required by law. Buyer does OR does not waive the right to a risk assessment or inspection of Property for the presence of lead-based paint and/or lead-based paint hazards. If not, a copy of the Sales Contract Addendum for Lead-Based Paint Testing is attached to establish the conditions for a lead-based paint risk assessment or inspections.

16. WOOD-DESTROYING INSECT INSPECTION.

None Buyer at Buyer's expense OR Seller at Seller's expense will furnish a written report from a licensed pest control firm dated not more than 90 days prior to Settlement ("WDI Report") showing that all dwelling(s) and/or garage(s) within Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of live wood-destroying insects and free from visible damage. Seller will provide Buyer, Broker and any representatives of the licensed pest control firm selected by the appropriate party above reasonable access to the Property to perform wood-destroying insect inspection(s). Any treatment for live wood-destroying insects and/or repairs for any damage identified in WDI Report will be made at Seller's expense and Seller will provide written evidence of such treatment and/or repair prior to date of Settlement which will satisfy the requirements of this Paragraph. Unless the Parties otherwise agree in writing, all treatment and/or repairs are to be performed by a contractor licensed to do the type of work required.

17. HOME WARRANTY. Yes OR No. Home Warranty Policy selected by: Buyer OR Seller and paid for and provided at Settlement by: Buyer OR Seller. Cost not to exceed \$ Warranty provider to be

18. DAMAGE OR LOSS. The risk of damage or loss to Property by fire, act of God, or other casualty remains with Seller until Settlement.

19. TITLE. Buyer will promptly order a title report, as well as any required or desired survey. Fee simple title to Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Buyer. Seller will convey title that is good, marketable and insurable with no additional risk premium to Buyer or non-standard exceptions. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller's expense. Title may be subject to easements, covenants, conditions and restrictions of record, if any, as of Date of Ratification.

Seller will convey Property by general warranty deed with English covenants of title ("Deed"). The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title. Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes Settlement Agent to obtain payoff or assumption information from any existing lenders. Seller will pay any special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting Property on Settlement Date. Broker is hereby expressly released from all liability for damages by reason of any defect in the title.

20. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN. Code of Virginia § 43-1 et seq. permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 Days from the last day of the month in which the lienor last performed work or furnished materials; or (ii) 90 Days from

the time the construction, removal, repair or improvement is terminated.

EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

21. FEES. Seller will pay for Deed preparation, costs to release any existing encumbrances, Grantor's tax, as well as any Regional Congestion Relief Fee and Regional WMATA Capital Fee (applicable in Alexandria City, Arlington, Fairfax, Loudoun and Prince William Counties and all cities contained within). Buyer will pay for the title exam, survey, and recording charges for Deed and any purchase money trusts. Third-party fees charged to Buyer and/or Seller, including but not limited to, legal fees and Settlement Agent fees, will be reasonable and customary for the jurisdiction in which Property is located.

22. BROKER COMPENSATION. Parties irrevocably instruct Settlement Agent to pay Broker compensation at Settlement as set forth in Parties' respective brokerage representation agreements.

23. ADJUSTMENTS.

A. Rents, taxes, water and sewer charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the Date of Settlement. Taxes, general and special, are to be adjusted according to the most recent property tax bill(s) for Property issued prior to Settlement Date, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date.

B. In the event Property is currently enrolled in a land use assessment program pursuant to Virginia Code § 58.1-3230,

et seq. and if, by the actions of Seller, Property is deemed unqualified for such program, Seller will be liable for the rollback taxes. Seller will not be liable for the payment of rollback taxes at or after Settlement if (i) Buyer fails to continue Property in the program, and/or (ii) within the timeframe(s) required by the local regulatory authority, Buyer fails to timely renew or revalidate Property in the program.

24. ATTORNEY'S FEES.

A. If any Party breaches Contract and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party will be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under Contract, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one party to the dispute has breached Contract, then all such breaching Parties will bear their own costs, unless the tribunal determines that one or more parties is a "Substantially Prevailing Party," in which case any such Substantially Prevailing Party will be entitled to recover from any of the breaching parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto.

B. In the event a dispute arises resulting in the Broker (as used in this paragraph to include any agent, licensee, or employee of Broker) being made a party to any litigation by Buyer or by Seller, the Parties agree that the Party who brought Broker into litigation will indemnify the Broker for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker.

25. DEFAULT. If Buyer fails to complete Settlement for any reason other than Default by Seller, Buyer will be in Default and, at the option of Seller, Deposit may be forfeited to Seller as liquidated damages and not as a penalty. In such event, Buyer will be relieved from further liability to Seller. If Seller does not elect to accept Deposit as liquidated damages, Deposit may not be the limit of Buyer's liability in the event of a Default. Buyer and Seller knowingly, freely and voluntarily waive any defense as to the validity of liquidated damages under Contract, including Seller's option to elect liquidated damages or pursue actual damages, or that such liquidated damages are void as penalties or are not reasonably related to actual damages.

If Seller fails to perform or comply with any of the terms and conditions of Contract or fails to complete Settlement for any reason other than Default by Buyer, Seller will be in Default and Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for title examination, Appraisal, survey and Broker compensation in full. If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation.

26. VOID CONTRACT. If Contract becomes void and of no further force and effect, without Default by either party, both Parties will immediately execute a release directing that Deposit, if any, be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.

27. DEFINITIONS.

- A. "Ratification" or "ratified" means Delivery of the final acceptance in writing by Buyer and Seller of all the terms of Contract to Buyer and Seller, which Delivery date will be the "Date of Ratification" (not the date of the expiration or removal of any contingencies).
- B. "Appraisal" means written appraised valuation(s) of Property, conducted by a Virginia-licensed appraiser ("Appraiser").
- C. "Business Day(s)" means any day that is not a Saturday, Sunday, legal holiday, or day on which the state or federal government office is closed.
- D. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in Contract.
- E. All references to time of day refer to the Eastern Time Zone of the United States.
- F. For the purpose of computing time periods in response to Delivery, the first Day will be the Day following Delivery and the time period will end at 9:00 p.m. on the Day specified.
- G. The masculine includes the feminine and the singular includes the plural.
- H. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.
- I. "Notices" ("Notice," "notice," or "notify") means a unilateral communication from one party to another. All Notices required under Contract will be in writing and will be effective as of Delivery. Written acknowledgment of receipt of Notice is a courtesy but is not a requirement.
- J. "Buyer" and "Purchaser" may be used interchangeably in Contract and any accompanying addenda or notices.
- K. "Seller Subsidy" is a payment from Seller towards Buyer's charges (including but not limited to Joan origination fees, discount points, buy down or subsidy fees, prepaids or other charges) as allowed by lender(s), if any. Seller

Subsidy reduces total proceeds to Seller at Settlement. It is Buyer's responsibility to confirm with any lender(s) that the entire credit provided herein may be utilized. If lender(s) prohibits Seller from the payment of any portion of this credit, then said credit will be reduced to the amount allowed by lender(s).

28. TIME IS OF THE ESSENCE. Time is of the essence means that the dates and time frames agreed to by the Parties must be met. Failure to meet stated dates or time frames will result in waiver of contractual rights or will be a Default under the terms of the Contract.

29. REAL ESTATE LICENSED PARTIES. The Parties acknowledge that is an active OR inactive licensed real estate agent in Virginia and/or Other and is either the Buyer OR Seller OR is related to one of the Parties in this transaction.

30. ENTIRE AGREEMENT. Buyer and Seller should carefully read Contract to be sure that the terms accurately express their agreement. All contracts for the sale of real property, including any changes or addenda, must be in writing to be enforceable. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. Contract, unless amended in writing, contains the final and entire agreement of the Parties and will become legally binding upon the Parties and each of their respective heirs, executors, administrators, successors, and permitted assigns upon Ratification of Contract. Parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of Contract will be governed by the laws of the Commonwealth of Virginia, without regard to the application of conflict of laws. Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Typewritten or handwritten provisions included in Contract will control all pre-printed provisions in conflict.

31. SEVERABILITY. In the event any provision in Contract is determined to be unenforceable, the remaining terms and provisions of Contract shall not in any way be affected, impaired, or invalidated thereby.

32. ASSIGNABILITY. Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of Contract, the original parties to Contract remain obligated hereunder until Settlement.

33. ADDITIONS. The following forms, if ratified and attached, are made a part of Contract. (This list is not all inclusive of addenda that may need to be attached).

Addendum: Sale New Home Sales Addendum
Contingencies/Clauses Post-Settlement Occupancy
Conventional Financing Pre-Settlement Occupancy
Escalation Addendum Private Well and/or Septic
Inspection Extension of HOA/Condo Review Period
Residential Property Disclosure Statement FHA Home
Inspection Notice Solar Panel Addendum Home
Inspection/Radon Testing Contingency VA/FHA/USDA
Financing Lead-Based Paint Disclosure VA Loan
Assumption Addendum Lead-Based Paint Inspection
Contingency Other (specify):

Date of Ratification (see DEFINITIONS)

(Signed) RICHARD A. LASH,

SELLER,

dotloop verified 08/28/25 4:31 PM EDT,
FAPC-CD70-LKYZ-AGUD, Date, Signature,
Richard A. Lash,
Special Commissioner of Sale.

(Signed) MOHAMMAD MAHABUBUL ALAM,

BUYER,

Authentisign, Date, Signature,
Mohammad Mahabubul Alam.

For information purposes only:

Listing Brokerage's Name and Address: William G. Buck & Assoc., Inc. 2519 WILSON BLVD ARLINGTON, VA 22201 Brokerage Phone #: (703) 528-2288 Bright MLS Broker Code: BUCK1 VA Firm License #: 0226012275 Agent Name: Ricardo A Iglesias Agent Email: rick@buckrealtors.com Agent Phone #: (703) 647-0641 MLS Agent ID # 3034237 VA Agent License #: 0225204343 Team Name: Team Business Entity License #:

Buyer's Brokerage's Name and Address: Smart Realty 1700 Elton Road. Suite 201 Silver Spring, MD 20903 Brokerage Phone #: (301) 445-1395 Bright MLS Broker Code: VA Firm License #: 0226034351 Agent Name: Humayun Rashid Agent Email: realtorhumayun@gmail.com Agent Phone #: (301) 445-1395 MLS Agent ID # VA Agent License #: Team Name: Team Business Entity License #: ©2025 Northern Virginia Association of REALTORS®, Inc.

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ADDENDUM – SALE

This Addendum is made on August 24, 2025, to a sales contract ("Contract") offered on August 25, 2025, between Mohammed Mahabubul Alam ("Buyer") and Richard A Lash, Special Commissioner ("Seller") for the purchase and sale of the Property: 12720 KNIGHTSBRIDGE DR, WOODBRIDGE, VA 22192.

The parties agree that this Contract is modified as follows:

This contract shall be subject to approval by the Circuit Court of Prince William County, Virginia.

This Addendum shall not alter, modify, or change in any other respect this Contract, and except as modified herein, all of the terms and provisions of this Contract are expressly ratified and confirmed and shall remain in full force and effect.

(Signed) RICHARD A. LASH,

SELLER,

dotloop verified 08/28/25 4:31 PM EDT,

H1WO-QU5V-87GA-MVGF Date,

Richard A. Lash,

Special Commissioner of Sale.

(Signed) MOHAMMED MAHABUBUL ALAM,

PURCHASER,

08/24/2025, Date, Signature,

Mohammed Mahabubul Alam.

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DPOR Department of Professional and Occupational
Regulation Virginia Real Estate Board

<https://www.dpor.virginia.gov/Consumers/Disdosure>
Forms/

RESIDENTIAL PROPERTY DISCLOSURE
STATEMENT SELLER AND PURCHASER
ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclose Act (§ 55.1-700 et seq. of the Code of Virginia) request the owner of certain residential real property – whenever the property is to be sold or leased with an option to buy – to provide notification to the purchases of disclosures required by the Act and to advise the purchases that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702) PROPERTY ADDRESS/
LEGAL DESCRIPTION: 12720 Knightsbridge Drive,

Woodbridge, VA 22192 WESTRIDGE SEC 6 LOT 11 The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board web page at:

[https://www.dpor.virginia.gov/Consumers/Residential
Property Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

(Signed) RICK LASH,
*dotloop verified 08/01/25 12:32 PM,
EDT JDBA-LUT1-FI27-NFBI,
Owner,
Date.*

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

(Signed) MOHAMMED MAHABUBUL ALAM,
*Authentisign,
Purchaser,
08/25/25, Date.*

COMMONWEALTH MORTGAGE INC
LOAN FINANCING PRE-APPROVAL

Date: 08/22/2025. Borrower(s): Mohammed Mahabubul Alam. Property Address: TBD Sales Price (up to):

\$900,000.00 Down Payment: \$180,000.00 Loan Amount
\$720,000.00 Term: 360 months Type: Conventional.

We are pleased to inform you that the applicants indicated above has been pre-Approved for Conventional mortgage financing. Based on that pre-qualification, the borrower(s) is/are qualified to purchase a home at the price indicated above. This is a credit pre-Approval and is based on the financial characteristics of the borrower(s) at this time. We have reviewed their bank statement, credit reports and this pre-Approval is based on that Any adverse change in borrower(s) qualifications could void this pre-Approval. A mortgage loan for this borrower(s) will be subject to clearing any loan approval conditions and receipt of satisfactory appraisal and title report. This loan approval is not assignable and subject to:

1. Clear title commitment with all endorsements from an approved closing agent.
2. Satisfactory appraisal report

Please call our office to discuss conditions and coordinate closing dates. If you have any questions about this approval, please contact me @703-906-5909 or email: matint@cwmortgageinc.com.

Sincerely,

(Signed) TOUFIQUE MATIN,
*CEO NMLS #219808,
Commonwealth Mortgage Inc.,
6800 Backlick Road, Suite 301,
Springfield VA 22150,
Tel 571-620-0220, Fax 888-503-5601.*

CIRCUIT COURT FOR
PRINCE WILLIAM COUNTY

No. CL23005592-06

WESTRIDGE SWIM & RACQUET CLUB, INC., PLAINTIFF

v.

JUSTIN SAADEIN-MORALES, ET AL., DEFENDANT

Filed August 29, 2025

MOTIONS DAY PRAECIPE/NOTICE
 IN PERSON WEBEX

The Clerk of said Court will please place the above referenced case on the Civil Motion's Day docket to be called on Friday September 12, 2025, at 10:30 a.m. for the following action(s): Motion Regarding Approval of Sale Contract

(Signed) RICHARD A. LASH

Signature, Printed Name: Richard A. Lash (VSB No. 25723)
Address: 12355 Sunrise Valley Dr., Ste. 650, Reston, VA
20191 Phone: 703-217-5602

CERTIFICATE OF SERVICE

..... I CERTIFY that I have in good faith conferred or attempted to confer with other affected parties in an effort to resolve the subject of the motion without Court action and to determine a mutually agreeable hearing date and time, pursuant to Rule 4:15(b) of the Rules of the Supreme Court of Virginia. Because Defendants are pro se, I cannot contact them to discuss the merits of the motion and the timing.

X I CERTIFY that on the 29th day of August, 2025, I sent a copy of the foregoing to opposing party/counsel by X Mail Fax Hand Delivery and by email. List the name, address, phone number for opposing party/counsel: Justin J. Saadein-Morales (justin.saadein@harborgrid.com) and Oscar Saadein-Morales, (MoralesO@gmail.com), P.O Box 55268, Washington, D.C. 20040

(Signed) RICHARD A. LASH

Signature, Printed Name: Richard A. Lash (VSB No. 25723)
Address: 12355 Sunrise Valley Dr., Ste. 650, Reston, VA
20191 Phone: 703-217-5602

Mail or Deliver Original to: Clerk of the Circuit Court – 9311
Lee Ave, Rm 314 Manassas, VA 20110 – (703) 792-6029
OR Email to circuitcourt@pwgov.org

SUPPLEMENTAL APPENDIX SA.2

September 5, 2025

Prince William County Circuit Court Clerk
circuitcourt@pwc.com

SUBJECT: Emergency Motion for Rule to Show Cause to be set for 9/12/25 at 10:30 AM - CL23005592-06

Dear Sir or Madam, Attached please find a motions day praecipe/notice and emergency motion on the above-referenced case. The case is already on the docket on September 12, 2025 at 10:30 AM for a two-week motion to approve a real estate contract so if possible I request that it be set in the same judge's courtroom. Thank you for your assistance in this matter. Sincerely, Rick Lash

*Richard A. Lash
Buonassissi, Henning & Lash, PC
12355 Sunrise Valley Drive, Suite 650
Reston, Virginia 20191
(O) 703-796-1341
(F) 888-252-7739
(C) 703-217-5602
Richard.Lash@Bhlp.com*

Enclosure:

Praecipe Notice and Emerg Motion for Rule to Show Cause
9 5 25.pdf

cc:

Justin Saadein
justin.saadein@harborgrid.com

Oscar Saadein-Morales
moraleso@gmail.com

Bradley Canter
bcanter@roncanterllc.com

Jacob L. Glasser
jglasser@glasserlaw.com

Phil Purdy
phil.purdy59@gmail.com

Robert P. Skoff
rskoff@pwcgov.com

Thomas C. Junker
thomas.junker@mercertrigiani.com

Tracy Skaggs
tracy.skaggs@bhlpc.com

CIRCUIT COURT FOR
PRINCE WILLIAM COUNTY

No. CL23005592-06

WESTRIDGE SWIM & RACQUET CLUB, INC., PLAINTIFF

v.

JUSTIN SAADEIN-MORALES, ET AL., DEFENDANT

Filed September 5, 2025

MOTIONS DAY PRAECIPE/NOTICE
☒ IN PERSON □ WEBEX

The Clerk of said Court will please place the above referenced case on the Civil Motion's Day docket to be called on Friday September 12, 2025, at 10:30 a.m. for the following action(s): Emergency Motion for Rule to Show Cause

(Unsigned) RICHARD A. LASH

Signature Printed Name: Richard A. Lash (VSB No. 25723)
Address: 12355 Sunrise Valley Dr., Ste. 650, Reston, VA
20191 Phone: 703-217-5602

CERTIFICATE OF SERVICE

..... I CERTIFY that I have in good faith conferred or attempted to confer with other affected parties in an effort to resolve the subject of the motion without Court action and to determine a mutually agreeable hearing date and time, pursuant to Rule 4:15(b) of the Rules of the Supreme Court of Virginia. Because Defendants are pro se, I cannot contact them to discuss the merits of the motion and the timing.

X I CERTIFY that on the 5th day of September, 2025, I sent a copy of the foregoing to opposing party/counsel by X Mail Fax Hand Delivery and by email. List the name, address, phone number for opposing party/counsel: Justin J. Saadein-Morales (justin.saadein@harborgrid.com) and Oscar Saadein-Morales, (MoralesO@gmail.com), P.O Box 55268, Washington, D.C. 20040

(Signed) RICHARD A. LASH

Signature Printed Name: Richard A. Lash (VSB No. 25723)
Address: 12355 Sunrise Valley Dr., Ste. 650, Reston, VA
20191 Phone: 703-217-5602

Mail or Deliver Original to: Clerk of the Circuit Court – 9311
Lee Ave, Rm 314 Manassas, VA 20110 – (703) 792-6029
OR Email to circuitcourt@pwgov.org

CIRCUIT COURT FOR
PRINCE WILLIAM COUNTY

No. CL23005592-06

WESTRIDGE SWIM & RACQUET CLUB, INC.,
A COMMUNITY ASSOCIATION, PLAINTIFF

v.

JUSTIN SAADEIN-MORALES
AND OSCAR SAADEIN-MORALES, DEFENDANTS

Filed September 5, 2025

EMERGENCY MOTION FOR ISSUANCE
OF RULE TO SHOW CAUSE

COMES NOW Richard A. Lash, Special Commissioner of Sale, ("Commissioner"), and moves this Honorable Court for issuance of a Rule to Show Cause requiring the Defendant, Justin Jeffrey Saadein-Morales, to show cause, if any he can, why he should not be held in contempt of Court for violation of this Court's May 2, 2025 Order Granting Emergency Motion for a Protective Order Enjoining said Defendants from Interfering with Efforts by the Special Commissioner of Sale to Sell the Subject Property as Ordered in the February 16, 2024 Order, and states as follows:

1. On May 2, 2025, this Honorable Court granted the Emergency Motion of the Plaintiff and the Commissioner and enjoined the Defendants, Justin Jeffrey Saadein-Morales and Oscar Saadein-Morales, from interfering with the Commissioner in his efforts to sell the subject property, in which said Defendants were specifically prohibited from intimidating, threatening or otherwise harassing real estate agents and others cooperating with the Commissioner in selling the Property.
2. That there is now pending on this Court's September 12, 2025 at 10:30 AM docket a motion filed by the Commissioner for Court approval of the contract of sale of the Property entered into by the Commissioner.
3. That in apparent retaliation for her services in procuring said contract of sale, the Defendant, Justin Jeffrey Saadein-Morales, somehow obtained the home address of the real estate listing agent who obtained the contract and sent the document attached hereto as Exhibit A to her at her home address (rather than to her business address where Defendants had previously communicated with her) in an obvious effort to intimidate, threaten and harass the agent in violation of this Court's Order.
4. This is a civil contempt application to enforce compliance with this Court's May 2, 2025 Order. See *United Steel Workers of America v. Newport News Shipbuilding*, 220 Va. 547, 549 (1979).

WHEREFORE, Your Commissioner respectfully requests this Honorable Court to issue a Rule to Show Cause requiring the Defendant, Justin Jeffrey Saadein-Morales, to show cause, if any he can, why he should not be held in contempt of Court for violation of this Court's May 2, 2025 Order.

(Signed) RICHARD A. LASH

Richard A. Lash (VSB No. 25723)

Special Commissioner of Sale

Buonassissi, Henning & Lash, P.C.

12355 Sunrise Valley Drive, Suite 650

Reston, Virginia 20191

(703) 217-5602 (telephone), 1-888-252-7739 (fax)

Richard.Lash@bhlpc.com

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of August 2025, a true copy of the foregoing Motion was mailed, first class postage prepaid to and/or served electronically on:

Justin Jeffrey Saadein-Morales

P.O. Box 55268

Washington, DC 20040

justin.saadein@harborgrid.com

Oscar Saadein-Morales

P.O. Box 55268

Washington, DC 20040

moraleso@gmail.com

Bradley T. Canter, Esq.

Law Offices of Ronald S. Canter, LLC

2200 Research Boulevard, Suite 560

Rockville, Maryland 20850

Jacob L. Glasser, Esq.

Glasser & Glasser PLC

580 East Main Street, Suite 600

Norfolk, Virginia 23501

James P. Purdy
335 24th Avenue
Myrtle Beach, South Carolina 29577

Robert P. Skoff, Esq.
Prince William County Attorney's Office
One County Complex Court, Suite 240
Prince William County, Virginia 22192

(Signed) RICHARD A. LASH

UNITED STATES POSTAL
SERVICE PRIORITY MAIL

Justin J. Saadein-Morales
P.O. Box 55268
Washington, D.C. 22040
justin.saadein@harborgrid.com
(678) 650-6400

Date: August 30, 2025

VIA U.S. MAIL 9405 5301 0935 5204 4479 36

Heidi Robbins
2217 N. Kentucky St
Arlington, VA 22205-3220

RE: MANDATORY PRESERVATION OF EVIDENCE—
FEDERAL LITIGATION

Property: 12720 Knightsbridge Drive, Woodbridge, 22192
Federal Cases: U.S. Supreme Court Docket No. 25-236;
USCA4 Nos. 24-2160, 25-1229

Dear Ms. Robbins:

This letter constitutes formal notice of your legal obligation to preserve evidence relating to pending federal litigation concerning the above-referenced property, including any activities, communications, or records related to your role as co-listing agent with Ricardo Iglesias. This

includes, but is not limited to, any marketing, access, or sale preparations and any communications or agreements executed in connection with the property.

I. FEDERAL PROCEEDINGS REQUIRING PRESERVATION

The following federal proceedings establish mandatory preservation obligations: U.S. Court of Appeals for the Fourth Circuit, Appeal Nos. 24-2160 and 25-1229 Supreme Court of the United States, Docket No. 25-236 Under 28 U.S.C. § 1334(e)(1), federal courts maintain exclusive jurisdiction over property of the bankruptcy estate. The subject property additionally involves federal interests under 38 U.S.C. §§ 5301 and 3732 relating to VA-guaranteed loans. These statutory frameworks impose non-waivable preservation obligations that attach by operation of law.

II. MATERIALS SUBJECT TO PRESERVATION

Effective immediately, you must preserve all documents, electronically stored information (ESI), and tangible items within your possession, custody, or control relating to the subject property, including but not limited to:

Physical Items: The lockbox device, all keys, and access mechanisms Any backup or duplicate access devices

Fixtures, appliances, or personal property removed, replaced, or altered

Materials used in any modification, renovation, or repair work

Electronic Records: Access logs, entry codes, and electronic authorization records

System-generated data regarding lockbox usage from February 1, 2025, to present

All metadata associated with electronic access systems

Communications: All emails, text messages, instant messages, and written correspondence regarding: Installation, maintenance, or removal of the lockbox

Authorization for property access

Third-party access requests or grants

Property condition, contents, modifications, or changes

Business Records: Contracts, agreements, or authorizations relating to the property

Showing logs, inspection reports, and visitor records

Photographs, videos, or virtual tours created from February 1, 2025, to present

Marketing materials, MLS listings, and property descriptions

Records identifying all persons granted access via your lockbox system

Third-Party Information: Names, contact information, and access dates for all individuals who entered the property

Identification of any entity that requested installation of, access to, or work on the property

Documentation of any property management, HOA, or contractor involvement

This list is illustrative, not exhaustive. Your preservation obligation extends to all potentially relevant materials under Federal Rules of Civil Procedure Rules 26 and 37(e).

III. PRESERVATION REQUIREMENTS

Immediate Actions Required: Suspend all routine destruction of documents and data relating to the subject property. Notify all employees, agents, subcontractors, and contractors of this preservation obligation. Secure all physical evidence in its current state without alteration. Implement a litigation hold on all electronic systems containing relevant data. Document your preservation efforts, including steps taken and custodians notified. If you

no longer possess or control the lockbox, related materials, or any items removed or altered from the property, you must immediately identify and provide: The current custodian of such materials

The date and circumstances of any transfer

All documentation relating to such transfer

IV. LEGAL OBLIGATIONS AND CONSEQUENCES

Your duty to preserve evidence arises under federal common law and Federal Rule of Civil Procedure 37(e). See *Silvestri v. General Motors Corp.*, 271 F.3d 583 (4th Cir. 2001). Failure to preserve relevant evidence may result in: Monetary sanctions

Adverse inference instructions

Evidence preclusion

Contempt proceedings

Default judgment

The duty to preserve is an affirmative obligation that cannot be delegated or avoided by retaining counsel. *Zubulake v. UBS Warburg LLC*, 220 F.R.D. 212 (S.D.N.Y. 2003). Forwarding this letter to your attorney does not satisfy your independent legal obligations.

V. REQUIRED RESPONSE

Within forty-eight (48) hours of receipt, you must:

Acknowledge receipt of this litigation hold notice in writing; Confirm implementation of the preservation measures outlined above; Identify the designated person responsible for preservation compliance; and Disclose whether any potentially relevant materials have been altered, destroyed, or transferred since February 1, 2025. Send your response to the undersigned via email and U.S. Mail at the addresses listed above.

VI. ONGOING OBLIGATIONS

This preservation obligation continues until formally released by court order or written agreement of all parties. Any listing, entry, alteration, modification, or cleaning of the property during the pendency of this hold must be: Documented contemporaneously; Photographed or video recorded; Disclosed to all parties within 24 hours.

VII. NO INFERENCE OF WRONGDOING

This notice does not imply any wrongdoing and is issued solely to ensure preservation of potentially relevant evidence for pending federal proceedings.

Dated: August 30, 2025

(Signed) JUSTIN SAADEIN-MORALES,
*P.O. Box 55268,
Washington, D.C. 20040,
(678) 650-6400,
justin.saadein@harborgrid.com.*

cc:

Clerk of Court, U.S. Court of Appeals for the Fourth Circuit
Litigation File – *Saadein-Morales v. Westridge, et al.*

SUPPLEMENTAL APPENDIX SA.3

September 9, 2025

Richard A. Lash
richardlash@bhlpc.com

Justin Saadein-Morales
justin.saadein@harborgrid.com

Oscar Saadein-Morales
moraleso@gmail.com

Thomas Junker
thomas.junker@mercertrigiani.com

SUBJECT: Emergency Motion for Issuance of RSC

Good afternoon,

Judge BAIRD will hear Plaintiff's Emergency Motion for Issuance of Rule to Show Cause on Friday, September 12 at 10:30AM in addition to the original Motion Regarding Approval of Sale Contract.

*Matthew Zarbatany, Jr.
mzarbatany@vacourts.gov
Law Clerk for
Hon. Lisa M. Baird
Thirty-First Judicial Circuit of Virginia*

SUPPLEMENTAL APPENDIX SA.4

U.S. Const. art. VI, cl. 2: This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

SUPPLEMENTAL APPENDIX SA.5

11 U.S.C. § 362(c)(3): if a single or joint case is filed by or against a debtor who is an individual in a case under chapter 7, 11, or 13, and if a single or joint case of the debtor was pending within the preceding 1-year period but was dismissed, other than a case refiled under a chapter other than chapter 7 after dismissal under section 707(b) (A) the stay under subsection (a) with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease shall terminate with respect to the debtor on the 30th day after the filing of the later case; (B) on the motion of a party in interest for continuation of the automatic stay and upon notice and a hearing, the court may extend the stay in particular cases as to any or all creditors (subject to such conditions or limitations as the court may then impose) after notice and a hearing completed before the expiration of the 30-day period only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed; and (C) for purposes of subparagraph (B), a case is presumptively filed not in good faith (but such presumption may be rebutted by clear and convincing evidence to the contrary) (i) as to all creditors, if (I) more than 1 previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was pending within the preceding 1-year period; (II) a previous case under any of chapters 7, 11, and 13 in which the individual was a

debtor was dismissed within such 1-year period, after the debtor failed to (aa) file or amend the petition or other documents as required by this title or the court without substantial excuse (but mere inadvertence or negligence shall not be a substantial excuse unless the dismissal was caused by the negligence of the debtor's attorney); (bb) provide adequate protection as ordered by the court; or (cc) perform the terms of a plan confirmed by the court; or (III) there has not been a substantial change in the financial or personal affairs of the debtor since the dismissal of the next most previous case under chapter 7, 11, or 13 or any other reason to conclude that the later case will be concluded (aa) if a case under chapter 7, with a discharge; or (bb) if a case under chapter 11 or 13, with a confirmed plan that will be fully performed; and (ii) as to any creditor that commenced an action under subsection (d) in a previous case in which the individual was a debtor if, as of the date of dismissal of such case, that action was still pending or had been resolved by terminating, conditioning, or limiting the stay as to actions of such creditor.

SUPPLEMENTAL APPENDIX SA.6

11 U.S.C. § 541(a): The commencement of a case under section 301, 302, or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held: (1) Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case. (2) All interests of the debtor and the debtor's spouse in community property as of the commencement of the case that is (A) under the sole, equal, or joint management and control of the debtor; or (B) liable for an allowable claim against the debtor, or for both an allowable claim against the debtor and an allowable claim against the debtor's spouse, to the extent that such interest is so liable. (3) Any interest in property that the trustee recovers under

section 329(b), 363(n), 543, 550, 553, or 723 of this title. (4) Any interest in property preserved for the benefit of or ordered transferred to the estate under section 510(c) or 551 of this title. (5) Any interest in property that would have been property of the estate if such interest had been an interest of the debtor on the date of the filing of the petition, and that the debtor acquires or becomes entitled to acquire within 180 days after such date (A) by bequest, devise, or inheritance; (B) as a result of a property settlement agreement with the debtor's spouse, or of an interlocutory or final divorce decree; or (C) as a beneficiary of a life insurance policy or of a death benefit plan. (6) Proceeds, product, offspring, rents, or profits of or from property of the estate, except such as are earnings from services performed by an individual debtor after the commencement of the case. (7) Any interest in property that the estate acquires after the commencement of the case.

SUPPLEMENTAL APPENDIX SA.7

28 U.S.C. § 1334(e)(1): The district court in which a case under title 11 is commenced or is pending shall have exclusive jurisdiction (1) of all the property, wherever located, of the debtor as of the commencement of such case, and of property of the estate.

SUPPLEMENTAL APPENDIX SA.8

Fed. R. Civ. P. 37(e): Failure to Preserve Electronically Stored Information. If electronically stored information that should have been preserved in the anticipation or conduct of litigation is lost because a party failed to take reasonable steps to preserve it, and it cannot be restored or replaced through additional discovery, the court: (1) upon finding prejudice to another party from loss of the information, may order measures no greater than necessary to cure the prejudice; or (2) only upon finding that the party acted with the intent to deprive another party of the information's use in the litigation may: (A) presume that the lost information

was unfavorable to the party; (B) instruct the jury that it may or must presume the information was unfavorable to the party; or (C) dismiss the action or enter a default judgment. A party may move for summary judgment, identifying each claim or defense — or the part of each claim or defense — on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.