***COMMERCIAL REAL ESTATE PURCHASE AND SALES CONTRACT***

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 199\_, and in full force and effect upon signature of all of the parties hereto, by and between , and/or assigns, hereinafter referred to as "Purchaser" and , hereinafter referred to as "Seller"; , and , agents for the Seller.

WHEREAS, Seller is the owner of certain real property together with all the improvements thereon described as:

all of which is hereinafter referred to as the "Property"; and

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase the Property upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, made one to another, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. AGREEMENT OF PURCHASE AND SALE. The Seller hereby agrees to sell and convey the Property to the Purchaser and the Purchaser, in reliance upon the representations, warranties, covenants and agreements of the Seller herein contained, hereby agrees to purchase the Property and all of Seller's right, title and interest in the Property in accordance with the terms and provisions hereof. The Seller and the Purchaser have the full authority (respectively) to sell/purchase the property.

2. PERSONAL PROPERTY, FIXTURES AND UTILITIES. All items of personal property or fixtures which convey are included in the sales price and shall be transferred free of liens. All existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, smoke and heat detectors, exterior trees and shrubs and, if so indicated below, the following checked items as currently installed convey:

**CONVEYS:**

**YES NO ITEM**

 Alarm System

 Built-In Microwave

 Ceiling Fan(s) # \_\_\_\_\_\_\_\_

 Central Vacuum

 Cooktop

 Dishwasher

 Disposer

 Dryer

 Electronic Air Filter

 Exhaust Fan(s)

 Fireplace Screen

 Freezer

 Furnace Humidifier

 Garage Opener(s) # \_\_\_\_\_\_\_

 with remote(s)

 Hot Tub, Equip. and Cover

 Intercom

 Playground Equipment

 Pool, Equip. and Cover

 Refrigerator(s) # \_\_\_\_\_\_

 with ice maker

 Shades and or Blinds

 Storage Shed(s) # \_\_\_\_\_\_\_

 Stove or Range

 Trash Compactor

 Wall Oven(s) # \_\_\_\_\_\_\_\_\_

 Washer

 Water Softener

 Window Fan(s) # \_\_\_\_\_\_\_\_\_

 Window A/C Unit(s) # \_\_\_\_\_\_\_\_\_

 Window Treatments

 Wood Stove

WATER, SEWAGE, HEATING, AND CENTRAL AIR CONDITIONING:

(Check all that apply)

Air Conditioning: Oil Gas Elec. Heat Pump

Heating: Oil Gas Elec. Heat Pump Other

Hot Water: Oil Gas Elec.

Water Supply: Public Well

Sewage Disposal: Public Septic # BR\_\_\_\_\_

3. PRICE AND FINANCING:

$ TOTAL SALES PRICE ("Sales price"), of which:

$ shall be paid at settlement by certified or cashier's check or by bank wired funds.

$ FIRST DEED OF TRUST: The Purchaser shall

 obtain **OR** assume: a Conventional,

 FHA, VA, VHDA, Other First Deed of Trust loan amortized over ( ) years at a Fixed Rate bearing an interest rate of ( %) per year, or market rate available; **OR** an

 ADJUSTABLE RATE bearing an initial interest rate of ( %) per year, or market rate available.

The loan is to be payable at approximately ($ ) per month, including principal and interest (taxes and hazard insurance, private mortgage insurance or monthly FHA insurance, if any, to be additional).

ASSUMPTION: Assumption fee, if any, and all charges relating to the assumption shall be paid by the Purchaser. If the Purchaser assumes the Seller's loan; (a) the Purchaser and the Seller shall obtain a release of the Seller's liability to the U.S. Government for the repayment of the loan by settlement.

 Yes No; (b) the Purchaser and Seller shall obtain substitution of the Seller's VA entitlement by settlement. Yes No;

(c) Balances of any assumed loans, secondary financing and cash down payment are approximate.

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SECOND DEED OF TRUST: The Purchaser shall

 obtain, OR assume a Second Deed of Trust loan secured by the Property amortized over ( ) years at a FIXED RATE, bearing an interest rate of ( %) per year, or market rate available. The loan shall be payable at approximately ($ ) per month, including principal and interest. All charges relating to obtaining or assuming the Second Trust shall be paid by the Purchaser. The Purchaser shall sign all documents required by the lender for disbursement of the loan by settlement.

$ SELLER FINANCING:

A. Seller shall take back a note in the

 principal amount of ($ ) to be secured by a \_\_\_\_\_\_ deed of trust against the property, the terms of which are described below. Said note shall bear interest at the rate of ( %) percent per annum on the unpaid principal balance. Interest only payments shall be made commencing , with the entire balance, including principal and accrued interest, being due and payable ( ) years from the date of the note. Said note may be prepaid at any time without penalty.

B. The Deferred Purchase Money Deed of Trust in the amount of ($ ) shall provide:

 1. For not more than two trustees (either of whom may act) who shall be selected by the Seller, who shall retain the right to substitute trustees at their discretion.

 2. That the Deed of Trust, except to the extent inconsistent with the specific and express provisions contained therein, shall in all other respects be read and construed with, and to such extent be deemed to incorporate by reference, the provisions of Section 55-59, Code of Virginia, and the acts amendatory thereof, as in force and effect on the date of execution thereof, and shall include in short form provided in Section 55-60, Code of Virginia, the following provisions:

Identified by Trustees' signature.

Deferred Purchase Money Deed of Trust Subject to Call upon Default.

Substitution of trustees permitted.

3. The Trustees shall be required to join in the execution of: (a) plats of subdivision, dedication for public street purposes, and resubdivision; (b) rights-of-way, easements, and other documents that may be necessary to provide ingress and egress for the installation and maintenance of electricity, gas, storm drainage, water, sanitary sewer, and other utilities, the granting of slope, grading and drainage easements as may be reasonably required in the use and development of the property. The Trustees shall be authorized and directed to execute, acknowledge, and deliver from time to time all such instruments as may be required to carry out the foregoing provisions without joinder of the noteholder and without payment on account of the Deferred Purchase Money Note and without payment of any kind to said Trustees, other than a trustee's fee of ($ ) to each Trustee for execution of each such instrument. Costs incurred in connection with the preparation and recording of such instruments will be paid by the Owner of the Property.

 4. Trustees shall release without joinder of the noteholder each buildable dwelling lot as designated by the Purchasers which is anticipated to be approximately ( ) acres upon payment of ($ ) against the principal and the then current interest on said $ . However, the current dwelling lot with improvements thereon shall be released by the trustees upon payment of ($ ) against the principal sum due on said note plus the then current interest on said $ .

 5. Trustees shall without joinder of the noteholder agree to subordinate the purchase money trust to a land development/construction loan from a bona fide lending institution.

ADDITIONAL FINANCING TERMS: Based on the financing terms specified above, the Purchaser shall pay up to the first ( ) of the total lender points (including loan origination, loan discount, buydown or subsidy fees). Thereafter the Seller shall pay the next ( ) of the total lender points and the Purchaser shall pay any remaining loan charges. The Purchaser shall obtain hazard and title insurance as required by the noteholder(s).

4. DEPOSIT:

A. The Purchaser has made a deposit with the Selling Company of ($ ) ("Deposit") by by check, money order, by note due and payable on , 199\_, receipt of which is hereby acknowledged.

B. The Deposit shall be placed in a special escrow account of the Selling Company to conform with the Regulations of the Virginia Real Estate Board and/or, if VA financing applies, as required by Section 1806, Title 38 of the U.S. Code. The Purchaser and the Seller direct the Selling Company to place the Deposit in an escrow account, which may be an interest bearing account, and waive any claim to interest resulting from such Deposit. The Deposit shall be held in escrow until (i) credited toward the 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 the Virginia Real Estate Board.

5. SELLER'S REPRESENTATIONS: The Seller makes the following representations, warranties and covenants:

A. That all fixtures, equipment and articles or personal property, including but not limited to, the roof, appliances, electrical, plumbing (including well and septic), heating, air conditioning, security, and ventilating systems attached or installed in the Property, or used or useful in connection with the operation of said Property, except such personalty which is the property of the tenants, are owned and will be owned by the Seller at the time of settlement free and clear of all liens, debts, charges and encumbrances of every nature, kind and description and shall be in good working order and condition at the time of settlement.

B. That until settlement hereunder the Seller will continue the operation of the Property in the normal and usual manner and will do no act and will not cause to have done any act which would in any way diminish the value of the Property being conveyed. Prior to settlement, the Seller shall not enter into any new leases or renew or extend any existing lease of the Property without the prior written consent of the Purchaser.

C. That the condition of the Property is in full compliance with all applicable zoning, fire codes and building codes.

D. That the property contains no hazardous or toxic waste, asbestos, or any other material that is hazardous or environmentally unsafe.

E. That the property is not located within a development which is subject to the Virginia Property Owners Act, or any condominium or homeowners association.

F. That the Seller is a (limited/general) partnership duly organized and existing under the laws of the Commonwealth of Virginia, that it is in good standing, that it is the holder of fee simple absolute title to the Property, that it has the right and authority to convey the Property, that the person signing this Agreement on behalf of the Seller is authorized to do so, and that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code. If the Seller is a foreign person within the meaning of said code section, Seller agrees to comply with all of the provisions contained in that Code section.

G. That it has no knowledge of any County, State or Federal Government action, or any pending or threatened legal action, which would have an impact on the Property, the title thereto, or the use thereof, either at present or in the future.

H. That there is no bankruptcy or insolvency proceedings pending by the Seller and to the best of its knowledge, by any of the tenants.

I. That the execution of this Agreement will not result in a breach, default or acceleration as to any obligations of the Seller.

J. All representations and warranties of the Seller herein shall be true and accurate at the time of settlement, as though made at such time. All documents which have been or are to be delivered to the Purchaser by the Seller pursuant hereto are and shall remain wholly true and accurate at the time of settlement. The Seller further agrees to notify the Purchaser at or before settlement in writing of each and every material change of which the Seller is aware in the matters which are the subject of the representations and warranties of the Seller herein or of the said documents.

6. PURCHASER'S REPRESENTATIONS:

Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Purchaser acknowledges that the Seller is relying upon all of the Purchaser's representations including without limitation the accuracy of the financial information given to the Seller or the Agent by the Purchaser. If the Purchaser is guilty of any deliberate misrepresentations, material omissions or inaccuracies in such financial information that result in the Purchaser's inability to secure the financing, the Purchaser shall be in default. The Purchaser shall immediately notify the Seller or the Agent, in writing, of any material adverse changes in the Purchaser's assets, liabilities or income.

7. CONDITIONS: At settlement, the Seller shall:

A. If Seller is a partnership furnish the settlement attorney with an Authorization signed by all of the partners comprising the partnership, with each of the signatures being acknowledged in the presence of a Notary Public, which Authorization designates one of the partners to sign all settlement documents on behalf of the partnership.

B. Furnish the settlement attorney at settlement with the tax identification number of the partnership along with the address of the partnership to be reported on the real estate tax form (Form 1099B).

8. FEASIBILITY STUDY PERIOD CONTINGENCY.

A. The Purchaser shall have the right, at his option and expense, to cause to have performed tests, studies, inspections, including an inspection by a commercial building inspector and or economic investigations concerning the Property, and review all leases and operating agreements and financial statements, books and records concerning the Property.

B. Seller will, upon execution hereof, provide the Purchaser free of charge with the following items:

1. Most current survey and/or plat of the Property.

2. Current title insurance policy including all schedules thereto.

3. Current property insurance policy.

4. Current leases.

5. Real estate tax bill.

6. Existing trust(s) information.

7. Income and expense statements for the past two years and, if not clearly reflected therein, the status of all lease payments on all leases by the various tenants.

8. Most recent appraisal.

9. All existing soil studies and topographical studies.

10. Most recent well and septic certification, if applicable.

11. Most recent radon report.

C. Purchaser, within thirty (30) days of his receipt of all of the items referred to in paragraphs 8(A) and (B), has the right at his sole and absolute discretion to terminate this Agreement by giving written notice thereof to Seller should any investigation, inspection, test or study disclose that the Property is not suitable for the purposes which the Purchaser may desire, or is otherwise unsatisfactory in his sole discretion. Within three (3) days of such termination, the entire deposit with interest thereon shall be refunded to the Purchaser, and the parties hereto shall be relieved of all further obligations hereunder.

9. FINANCING CONTINGENCY.

A. This contract is contingent on the ability of the Purchaser, through the exercise of reasonable diligence in good faith, to obtain a firm and noncontingent commitment for the herein described financing, and/or to obtain current lender's approval of any assumption within sixty (60) days from the date of full ratification of this Agreement.

B. A copy of said loan commitment will be provided by Purchaser to Seller, receipt of which constitutes removal of this financing contingency.

C. Purchaser reserves the right to increase the cash down payment and/or accept a modified commitment for financing and, if Purchaser elects to do so, he shall notify Seller and Agents in writing.

D. If after making reasonable effort Purchaser is unable to obtain or qualify for the specified financing or is unwilling to increase the cash down payment and/or accept a modified commitment for financing within the terms of this contingency, this contract shall become null and

void and Purchaser's deposit together with all accrued interest thereon shall be refunded in full to the Purchaser within five (5) days of the expiration of this financing contingency.

10. SETTLEMENT DATE: The Seller and the Purchaser shall make full settlement in accordance with the terms hereof on or before \_\_\_\_\_\_\_\_\_\_\_\_, 199\_, except as otherwise provided in this Contract.

11. SETTLEMENT AGENT: The Purchaser wishes to employ ("Settlement Agent") to act for both parties unless either party specifically requests otherwise.

12. FEES: Fees for the preparation of the Deed, Grantor's Tax, termite report, well and septic certification, radon report, that portion of the Settlement Agent's fee billed to the Seller, costs of releasing existing encumbrances, appropriate legal fees and any other proper charges assessed to the Seller shall be paid by the Seller. Fees for the examination of title (except as otherwise provided), survey costs, recording charges (including those for any purchase money trusts), and that portion of the Settlement Agent's fee billed to the Purchaser, appropriate legal fees and any other proper charges assessed to the Purchaser shall be paid by the Purchaser.

13. CONDOMINIUM RESALE: If the Property is a condominium unit, this Contract is subject to Section 55-79.97 of the Virginia Condominium Act which requires the Seller to furnish certain financial and other disclosures to the Purchaser prior to entering into a binding contract of sale. If the required disclosures are not available on the Date of Ratification, the Seller shall promptly request them from the Unit Owners' Association and provide them to the Purchaser who shall acknowledge receipt in writing upon Delivery. If the Purchaser does not receive the disclosures within 15 days after the Date of Ratification or the disclosures are found unacceptable to the Purchaser, the Purchaser may void this Contract by delivering notice to the Agent within three (3) days after the disclosures were received or due (if not received) and the Deposit shall be returned promptly. If more than sixty (60) days elapse between the Date of Ratification and the date of settlement, the Purchaser may request disclosure of any material changes from the Unit Owners' Association. The Purchaser may void this Contract within three (3) days after either receipt of disclosure that there are material changes or failure of the Unit Owners' Association to provide assurances that there have been no material changes within ten (10) days after receipt of the request.

14. PROPERTY OWNER'S ASSOCIATION DISCLOSURE: The Seller represents that the Property is, OR is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55-508 through 55-516 of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser. The information contained in the association disclosure packet shall be current as of a specified date within thirty (30) days of the Date of Ratification. The Purchaser may cancel this Contract: (a) within three (3) days after the Date of Ratification, if on or before the Date of Ratification, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within three (3) days after the hand-delivered receipt of the association disclosure packet or notice; or (c) within six (6) days after the postmark date if the association disclosure packet or notice is mailed to the Purchaser. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available or the association disclosure packet is not delivered to the Purchaser. Written notice of cancellation shall be hand-delivered or mailed, return receipt requested, within the cancellation period to the Seller. Such cancellation shall be without penalty, this Contract shall become void and the Deposit shall be refunded in full to the Purchaser.

If more than six (6) months have elapsed between the Date of Ratification and the date of settlement, the Purchaser may make a written request for assurance from the association, at the Purchaser's expense, that the information submitted in the association disclosure packet remains unchanged, or if there have been material changes, a statement specifying such changes.

The Purchaser may waive the rights afforded by this paragraph in a separate written document. In any case, the right to receive the association disclosure packet and to cancel this Contract terminates at settlement.

15. ACCESS TO PROPERTY: It is agreed that prior to settlement the Purchaser and or the agents and employees thereof shall, upon reasonable advance notice to the Seller [and/or Tenants(s)], be granted access to the Property during normal business hours for the purpose of making such inspections thereof as the Purchaser shall deem necessary and appropriate, consistent with the terms and provisions hereof. Such inspections shall not interfere with the normal operation of the Property by the Seller. Such inspections and examinations shall be at the sole risk, option and, unless otherwise provided to the contrary herein, at the expense of the Purchaser. Purchaser does hereby agree to indemnify and hold harmless the Seller as to any damage proximately caused by such inspections or examinations.

16. EQUIPMENT, MAINTENANCE AND CONDITION: The Purchaser accepts the Property in its present "AS IS" condition except as otherwise provided herein. The Seller warrants that the existing appliances, heating and cooling equipment, plumbing and electrical systems, sump pump, attic fan, and smoke and heat detectors shall be in normal working order on the date possession is delivered. The Property shall be delivered in substantially the same condition as on the Date of Ratification. The Seller shall deliver the Property in broom clean condition with all trash and debris removed.

17. POSSESSION DATE: Unless otherwise agreed to in writing between the Seller and the Purchaser, the Seller shall give possession of the Property at the time of settlement. If the Seller fails to do so and occupies the Property beyond the time of settlement, the Seller shall be a tenant by sufferance of the Purchaser and hereby expressly waives all notice to quit as provided by law. The Purchaser shall have the right to proceed by any means available to recover possession of the Property.

18. WELL AND SEPTIC: If the Property is on well and/or septic systems, the Seller shall furnish the Purchaser on or before settlement with a certificate from the appropriate local government authority indicating that the water supply meets minimum construction standards and appears to be satisfactory based on the results of bacteriological tests and the septic system is functioning satisfactorily and meets design criteria and capacity requirements of the appropriate authority. If this is not practicable, then the Seller shall obtain such a certificate from a mutually acceptable private company. If either system is found defective or substandard, the Seller shall take appropriate remedial action at the Seller's expense.

19. TERMITE INSPECTION: The Seller warrants at the time of settlement and shall furnish a report at settlement, or earlier if required by the lender, from a licensed pest control firm showing all dwellings and/or garage(s) within the Property [excluding fences or shrubs not abutting garage(s) or dwelling(s)] to be free of visible termite and other wood-destroying insects, and/or free from visible insect damage. Required extermination and repairs shall be at the Seller's expense. This inspection shall be performed no earlier than 30 days prior to settlement.

20. REPAIRS: If, as a condition of providing financing under this Contract, the lender requires repairs to be made to the Property, then within five (5) days after Seller's receipt of written notification of the lender's requirements, the Seller shall notify the Purchaser in writing if the Seller will make the repairs. If the Seller will not make the repairs, the Purchaser shall notify the Seller or Agent in writing within five (5) days after receipt of such notification from the Seller whether the Purchaser will make the repairs and proceed to settlement. If neither the Seller nor the Purchaser agrees to make the repairs, then this Contract shall become void and the Deposit shall be refunded in full to the Purchaser. This clause will not release the Seller from any responsibilities set forth elsewhere herein or any items specifically set forth in any addendum to this Contract.

21. DAMAGE OR LOSS: The risk of damage or loss to the Property by fire, act of God, or other casualty remains with the Seller until the execution and delivery of the deed of conveyance.

22. TITLE: The Property, including the chattels and/or equipment, shall be sold free of encumbrances except for any loans assumed by the Purchaser. The Seller shall comply with all notices of violations of orders or requirements of any county or local authority, condominium unit owners' association, home-owners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. The Seller shall 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.

The title report and survey shall be ordered promptly and, if not available at settlement, then settlement may be delayed for up to fifteen (15) business days to obtain the title report and survey after which this Contract, at the option of either party, may be terminated and the Deposit shall be refunded in full of the Purchaser. Title is to be good and marketable, and insurable by a licensed title company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, the Purchaser may declare this Contract void and the Deposit shall be refunded in full, unless the defects are of such character that they may be remedied within a reasonable time. The reasonable time shall not extend more than sixty (60) days beyond the date of settlement set forth in paragraph 10 or the Seller shall be in default. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Seller's expense. The Seller shall convey the Property by General Warranty Deed.

23. PRORATIONS: Rents, taxes, water and sewer charges, fuel oil, 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 certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to the Date of Ratification, whether assessments have been levied or not, shall be paid by the Seller or allowances made at the time of settlement. If a Deed of Trust is assumed, interest shall be adjusted to the date of settlement and the Purchaser shall reimburse the Seller for existing escrow accounts, if any. Any roll back taxes that may be applicable will be the sole obligation of the Seller.

24. CONDEMNATION: The Seller warrants that the Seller has not received any notice of, nor has any knowledge of condemnation or eminent domain proceedings having been commenced or to be commenced against the Property or any part thereof. In the event the Seller receives notice of any condemnation proceedings, the Seller will promptly notify the Purchaser and the Purchaser may thereafter elect to terminate this Agreement, in which event, the deposit and interest accrued thereon shall be returned to the Purchaser within five days and the parties shall be relieved of any further liability hereunder.

25. VIOLATIONS: All violations of municipal orders or requirements by any governmental authority, or proceedings in any of the courts of this jurisdiction involved on account thereof against or affecting the Property as of the date of settlement, including zoning laws, housing laws, fire codes or building codes, shall be complied with by the Seller, at the Seller's sole cost and expense, and the Property conveyed free thereof.

26. INDEMNIFICATION: The Seller agrees to indemnify and hold the Purchaser harmless, including reasonable attorney's fees, from and against any liability arising from any cause of action relating to the Property which accrues prior to the settlement hereunder. The Purchaser agrees to indemnify and hold the Seller harmless, including reasonable attorney's fees, from and against any liability arising from any cause of action relating to the Property which accrues on or after the date of settlement hereunder.

27. DEATH OF INDIVIDUAL PURCHASER BEFORE SETTLEMENT: The death of the Purchaser, prior to settlement, shall terminate this Agreement. In such event, the deposit with interest thereon shall be returned to the Purchaser's estate and there shall be no further liability between the parties.

28. AGENCY CONFIRMATION: The Seller and Purchaser each confirm that disclosure of the agency relationships described below has been made in writing:

A. Seller and the Purchaser confirm that in connection with the transaction under this Agreement, the Listing Company, the Selling Company, and its agents, are acting on behalf of the Seller as Seller's agent; or

B. Seller and the Purchaser confirm that in connection with the transaction described by this Agreement, the Listing Company and its salespersons are acting on behalf of the Seller as the Seller's agent, and the Selling Company and its salespersons, by agreement, are acting on behalf of the Purchaser as Purchaser's agent.

29. RECORDING: The parties agree that this contract will not be recorded in the land records of the court wherein this property is located.

30. AGENT/BROKER: The Seller recognizes as Agents (hereinafter "Agent") negotiating this Agreement and agrees to pay to Agent a commission for services rendered amounting to five percent (5%) of the final agreed upon purchase price. The amount of commission, as aforesaid, is hereby assigned to the Agent by Seller out of the proceeds of the sale and the deposit. The party through or by whom settlement is made is irrevocably instructed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to said Agent after the proper credit for deposit, if any retained by Agent. Seller agrees to indemnify, defend and hold harmless the Purchaser from any claims for a commission by any person or entity.

31. DEFAULT: If the Purchaser shall fail or refuse to make settlement hereunder, it is agreed that the amount of damages not being ascertainable, the deposit provided for herein shall be forfeited with interest thereon and same shall forthwith be delivered by the holder thereof to the Seller. In the event of such default by Purchaser, the Seller's entire remedy shall be restricted to retention of said deposit, and the Purchaser shall have no other responsibility or liability of any kind to the Seller by virtue of such default. If the Seller shall fail to perform its obligation hereunder to make full settlement in accordance with the terms hereof, the earnest money deposit and all accrued interest thereon shall be returned to the Purchaser within five days, and the Purchaser may avail himself of any legal or equitable rights, including, without limitation, the right of specific performance, which the Purchaser may have at law or in equity under this Agreement.

32. MISCELLANEOUS:

A. NOTICES: Any and all notices, requests or other communication hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered or certified mail, return receipt requested, and first class postage prepaid, addressed as follows (or to such new address as the addressee of such communication may have notified the sender thereof):

Purchaser:

With copy to:

Seller:

B. SURVIVAL: All of the terms of this Agreement shall apply to, bind, and be obligatory upon the heirs, executors and administrators, personal representatives and assigns of the parties except as provided in paragraph 27.

C. EXECUTION AND PRODUCTION OF DOCUMENTS: Each party hereto shall execute, acknowledge and deliver any and all instruments and things which may be necessary to effectuate this Agreement and its provisions.

D. AMBIGUITIES OR MISTAKES: This Agreement was drafted cooperatively, in consultation with the parties, and neither party shall be entitled to claim the benefit of any ambiguity or alleged mistake in the drafting hereof.

E. INTEGRATION: This Agreement contains the entire understanding of the parties, who, with full and complete advice of counsel, hereby state there are no oral or written representations, warranties, agreements or covenants, relied upon to the detriment or benefit of either party other than those expressly set forth herein.

F. MODIFICATION: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formalities as this Agreement.

G. WAIVER: The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default or breach of the same or similar nature.

H. GOVERNING LAW: This Agreement and the provisions hereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

I. SEVERABILITY: If any provision in this Agreement is held invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

J. TIME: Time is of the essence in carrying out each and every term of this Agreement.

K. HEADINGS: The headings provided herein shall not be construed as to narrow or expand the meaning of the language set forth herein.

L. EFFECTIVE AND RATIFICATION DATE: This Agreement shall be effective and ratified as of the last date upon which the parties hereto have executed, as demonstrated by the date beside the signatures on the signature page.

M. COUNTERPART COPIES: This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

N. ASSIGNMENT:

1. The Purchaser shall have the right to assign, transfer and set over all of his right and obligations under this Agreement to any other person or entity in the sole discretion of the Purchaser. In such event, the Purchaser shall be relieved of all liability hereunder.

2. If this Agreement is for cash or provides for the placing of new financing which does not involve the Seller, then no approval by the Seller shall be required for said Assignment.

3. If this Agreement provides for the assumption of the Seller's present financing on the Property, or for any Seller financing, then the Seller shall have the right to approve the prospective assignee, which approval shall not be unreasonably withheld.

O. NON-MERGER: The terms and provisions of this Agreement shall survive the execution and delivery of the Deed of Conveyance hereunder and shall not be merged therein.

P. FORCE MAJEURE: It is mutually understood and agreed that neither party hereto shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, floods, acts of God, legal acts of public authorities, or delays or defaults caused by public carriers that cannot reasonably be forecast or provided against.

33. RATIFICATION: The Seller shall have until 5:00 P.M. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_ to ratify this Agreement after which time without ratification the offer encompassed herein shall be null and void.

The parties hereto have signed this Agreement on the date set forth beside their name and acknowledge this to be their contract of purchase and sale.

WITNESS the following signatures and seals:

**SELLER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 (date)

**PURCHASER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 (date)

**AGENTS:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

 (date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

**DATE & TIME OF RATIFICATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**