

**J. P. KING AUCTION COMPANY, INC.**

**REAL PROPERTY SALE CONTRACT**

Kluge Estate Winery  
Charlottesville, VA  
Thursday, April 7, 2011 1:00 P.M. (ET)

BIDDER NO. \_\_\_\_\_

TRACT NO. \_\_\_\_\_

THIS REAL PROPERTY SALE CONTRACT ("Sale Contract"), made April 7, 2011, by and between Grand Cru Properties, LLC ("Seller"), whose address is 4646 South Valley Pike, Harrisonburg, VA 22801, and

\_\_\_\_\_ ("Buyer"),  
whose address is

Seller is represented in this sale by J. P. King Auction Company, Inc. ("King"), an Alabama corporation headquartered at 108 Fountain Avenue in Gadsden, Alabama 35901 (telephone 800-662-5464 or 256-546-5217 and facsimile 256-543-8036) and its broker, Margaret A. Segrest ("Broker") whose address is 108 Fountain Avenue, Gadsden, AL 35901 (unless otherwise noted, King and Broker collectively referred to as "Auctioneer").

NOW, THEREFORE, in consideration of the agreements and covenants herein, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties being duly authorized and empowered to execute this Sale Contract and intending to be legally bound agree as follows:

**ARTICLE I – AGREEMENT TO PURCHASE**

Seller agrees to sell and Buyer agrees to buy, pursuant to the terms herein, the real property and, if applicable, personal property described below ("Property"). The terms for the Auction ("Terms of Auction") are incorporated into this Sale Contract which defines the entire agreement between Seller and Buyer for the purchase and sale of the Property, whether by auction ("Auction") or otherwise. The Terms of Auction complement this Sale Contract and may differ in some respects from it. In the event of any conflict between the Terms of Auction and this Sale Contract, the Sale Contract shall control in all instances. In the event of a sale of the Property other than by Auction, Buyer is advised that the Terms of Auction are still incorporated into this Sale Contract to define the entire agreement between Seller and Buyer for the purchase and sale of the Property, and Buyer is advised to obtain, read, and fully understand the Terms of Auction before entering into this Sale Contract.

**ARTICLE II – THE PROPERTY**

The Property is described in the legal description as shown on Attachment IV herein ("Property"). Should any survey, now existing or later made, indicate greater or lesser acreage or square footage in the Property than represented by Seller or Auctioneer, no adjustment will be made to the purchase price ("total contract price") which is a gross price to be paid by Buyer to Seller for the Property.

**ARTICLE III – TOTAL CONTRACT PRICE**

The Property's selling price and scheduled payments follows:

HIGH BID PRICE: .....	\$ _____
ADD 10.00 % BUYER'S PREMIUM .....	\$ _____
TOTAL CONTRACT PRICE.....	\$ _____
TOTAL EARNEST MONEY DEPOSIT (10%) .....	\$( _____ )
Bidder's Registration Fee (\$ _____)	
Personal/Company Check (\$ _____)	
 BALANCE OF TOTAL CONTRACT PRICE OWED .....	 \$ _____

All payments must be made in good funds and in U. S. Dollars. Buyer's earnest money deposit ("Buyer's deposit") shall be paid to Community Settlement Group, LLC, the designated Escrow/Closing Agent ("Escrow Agent"), and Escrow Agent shall administer the deposit and conduct the closing of the sale of the Property ("closing"). This is a cash sale which is not contingent upon any matter including, but not limited to, Buyer's ability to obtain financing for this

purchase or any appraisal of the Property. The balance of the total contract price owed by Buyer for the Property does not include Buyer's closing costs, any costs associated with financing, any prepaid or prorated closing charges, or taxes applicable to Buyer.

#### **ARTICLE IV – DISCLAIMER**

As a material part of the consideration for this Agreement, Seller and Buyer agree that the Property is being sold **“AS IS, WHERE IS, WITH ALL FAULTS”** and with all burdens, circumstances, defects, faults, dangers, hazards, issues, material facts, problems, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, or in the Terms of Auction, and Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller and Auctioneer from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Sale Contract, and the transaction contemplated. **TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER AND AUCTIONEER UNCONDITIONALLY DISCLAIM ANY GUARANTEE, REPRESENTATION, AND WARRANTY OF EVERY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, THE SURROUNDING AREA, THE AUCTION, THE TERMS OF AUCTION AND ALL MATTERS REFERENCED THEREIN (INCLUDING, BUT NOT LIMITED TO, ALL MATTERS REFERRED TO WITHIN THIS ARTICLE, PLUS THE SECTION ON “BIDDER’S DUE DILIGENCE” INCLUDED IN THE TERMS OF AUCTION), PLUS ALL OTHER RELEVANT MATTERS, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER OR NOT REFERENCED HEREIN, IN THE TERMS OF AUCTION, OR ELSEWHERE, EXCEPT FOR LIMITED WARRANTIES THAT MAY BE GIVEN BY SELLER TO BUYER IN THE DEED OF CONVEYANCE OR IN THE MANDATED RESIDENTIAL PROPERTY DISCLOSURE STATEMENT, IF APPLICABLE.** Maps, depictions, and sketches included in the marketing material for the Auction are for illustration purposes only and neither Seller nor Auctioneer warrants or guarantees these materials or related information to be accurate or complete. Buyer acknowledges and agrees that it is Buyer's exclusive responsibility to make and independently verify such factual, legal, and other inquiries, inspections, investigations, and studies as Buyer deems appropriate, desirable, and necessary with respect to the Property, the Auction, this Sale Contract, and this sale, all of which shall be at Buyer's exclusive cost, and Seller and Auctioneer shall have no liability whatsoever on any basis or in any amount. Buyer acknowledges and agrees that, in executing this Sale Contract and purchasing the Property, Buyer is not relying upon any guarantee, representation, or warranty of any kind that Seller and Auctioneer have disclaimed, nor is Buyer relying upon any assertion, brochure, claim, document, information, literature, map, projection, sketch, or statement of any kind with respect to the Property and any improvements thereon, including the surrounding area and all relevant circumstances, facts, issues, and matters, whether past, present, or future, whether expressed or implied, whether oral or written, whether material or immaterial, and whether given or made by, or on behalf of, Seller or Auctioneer. Instead, Buyer is relying solely upon Buyer's independent due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all relevant matters whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere. Seller and Auctioneer shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information. Buyer shall look only to Seller, and not Auctioneer, with respect to all matters regarding the sale of the Property and this Sale Contract. This Article shall survive Closing and delivery of the deed.

#### **ARTICLE V – FIXTURES AND PERSONAL PROPERTY**

This sale includes all built-in appliances, cabinets, fixtures, carpet (attached wall-to-wall), installed systems (cooling, electrical, heating, lighting, mechanical, plumbing, and vacuum), in-ground plantings (including flowers, shrubbery, and trees), vineyards, and all other items and things permanently attached to the Property. No personal or other property is included in this sale unless otherwise indicated.

#### **ARTICLE VI – DISCLOSURES**

Any disclosures made and information given by Seller and/or Auctioneer to Buyer regarding the Property and any improvements thereon, the surrounding area, and all circumstances, facts, issues, and other matters relevant to this sale are provided subject to the disclaimers stated herein. **LEAD WARNING STATEMENT:** In the event the Property includes any interest in residential real property built prior to 1978, federal law (42 U.S.C. 4852(d)) requires the following disclosure: “Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.” A seller of an interest in such real property is required to provide a buyer with a lead hazard information pamphlet, disclose to the buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide the buyer with any lead hazard evaluation report available to the seller, and permit the purchaser a 10-day period, unless the parties mutually agree upon a different period of time, to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer previously

agreed to execute a "Lead-Based Paint Waiver" ("Waiver"), to be made part of this Sale Contract, fully waiving the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property, and Buyer has executed this "Waiver" and it is incorporated herein by reference. State law enforcement may maintain a database of known sex offenders who reside within the area. Information regarding sex offenders may be obtained by contacting local law enforcement authorities. Buyer relies exclusively upon Buyer's own due diligence and inquiry into this issue and Buyer acknowledges having done all of the research that Buyer desires to do or, in the alternative, Buyer waives the right to research this issue prior to entering into this Sale Contract. Buyer unconditionally and irrevocably acknowledges and agrees that Buyer has not relied upon Seller or Auctioneer for any information regarding this issue and Seller and Auctioneer are not required to provide any additional information regarding the proximity to the Property of registered sex offenders. This Article shall survive Closing and delivery of the deed.

**ARTICLE VII – BUYER'S DEPOSIT**

Immediately upon the execution of this Sale Contract, Buyer shall pay Ten Percent (10.00%) of the total contract price for the Property as Buyer's deposit to Escrow Agent to be held on deposit by Escrow Agent in a designated bank escrow account, insured by Federal Deposit Insurance Corporation, and Escrow Agent shall administer the funds in accordance with this Sale Contract. This escrow account shall be non-interest bearing, unless otherwise required by law. The parties agree Escrow Agent shall be relieved of all liability and held harmless by them so long as Escrow Agent holds Buyer's Deposit and makes any disbursement from it in accordance with this Sale Contract. In the event of any controversy regarding Buyer's Deposit, Escrow Agent shall not be required to take any action, but may await the result of any proceeding, or at Escrow Agent's discretion, interplead Buyer's deposit into a court of competent jurisdiction in Albemarle County, Virginia for determination, and Escrow Agent shall thereafter have no liability whatsoever on any basis and for any amount with regards to Buyer's deposit and this Sale Contract.

**ARTICLE VIII – BROKER INVOLVEMENT**

Buyer warrants that Buyer (check one) ... [ \_\_\_\_\_ is ] ... [ \_\_\_\_\_ is not ] ... represented by a qualified, licensed, real-estate broker in this transaction. If Buyer is represented by a broker, the broker's full name, firm, and address are: \_\_\_\_\_.

Buyer warrants not to have contacted or communicated with any real-estate agent or broker about the Property, other than Auctioneer and any broker identified in the previous sentence, and no other real-estate agent or broker was in any way instrumental in effecting this sale of the Property and there are no brokerage commissions, expenses, fees, or other sums due to any other real-estate agent or broker. Buyer agrees to hold Seller and Auctioneer harmless against any claim by any real-estate agent or broker not properly registered with and qualified by Auctioneer in the Cooperating Broker Incentive Program (see below), and Buyer shall indemnify Seller and Auctioneer against any action, arbitration, award, claim, cost, damage, deficiency, demand, expense, injury, judgment, liability, loss, or suit of every kind, including attorneys' fees and costs of defense, asserted by a real-estate agent or broker as a result of, or in relation to, the Auction, this Sale Contract, the transaction contemplated, or any related dealings involving Buyer, Seller, and/or Auctioneer. Buyer understands that upon closing, Seller shall pay Auctioneer a commission pursuant to the terms of a separate, written agreement.

**ARTICLE IX – COOPERATING BROKER INCENTIVE PROGRAM**

The Cooperating Broker Incentive Program is in effect for the Auction, such that a properly licensed broker ("Cooperating Broker") who timely registers and qualifies with Auctioneer in accordance with the terms of this program shall be paid a commission by Auctioneer at closing, in accordance with the terms of this program, provided that both Cooperating Broker and the Buyer that Cooperating Broker represents fulfill all requirements under the Terms of Auction, this Sale Contract, and this incentive program. If for any reason closing does not occur, including, but not limited to, the default of any party hereto, no commission shall be due or paid to any Cooperating Broker and Seller and Auctioneer shall have no liability on any basis and for any amount.

**ARTICLE X – BUYER INCENTIVE PROGRAM**

The Buyer Incentive Program is in effect for the Auction, such that a bidder who timely registers and qualifies with Auctioneer in accordance with the terms of this program and then becomes the Buyer of the Property shall be given a credit against the total purchase price at closing, to be applied against the total contract price of the Property, in accordance with the terms of this program, provided that Buyer fulfills all requirements under the Terms of Auction, this Sale Contract, and this program. If for any reason closing does not timely occur, including, but not limited to, the default of any party hereto, no credit shall be due or paid to any Buyer and neither Seller nor Auctioneer shall have any liability on any basis and for any amount. Buyer submitted a written opening bid, in the amount of \$ \_\_\_\_\_, per the terms of this program, which entitles Buyer to a credit of \$ \_\_\_\_\_ against the total purchase price in the event Buyer timely closes without default in accordance with this Contract and the terms of the buyer incentive program.

**ARTICLE XI – CASUALTY**

All risk of loss or damage to the Property shall be borne exclusively by Seller until closing. Immediately upon closing, all risk of loss shall be borne exclusively by Buyer. In the event the Property is, in the discretionary opinion of Seller, significantly damaged or destroyed by fire or other casualty after the execution of this Sale Contract and before closing, Seller shall have the option to restore the Property to its pre-casualty condition or cancel this Sale Contract, after giving written notice to Buyer of the option Seller selects. In the event Seller chooses to cancel this Sale Contract,

Buyer's deposit shall be promptly and fully refunded and this shall be a complete and final settlement with Buyer of all of Seller's obligations to Buyer herein, or otherwise relating to the Property and this sale. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall have one hundred twenty (120) days, immediately following the date on which written notice is given to Buyer, to complete restoration. In the event Seller timely completes restoration, Seller shall give written notice of this fact to Buyer and closing shall immediately occur. In the event Seller does not timely complete restoration, Buyer shall have the option to give written notice to Seller of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein shall then be immediately ended and Buyer's deposit shall be promptly and fully refunded, together with any interest accrued thereon, if applicable, as Buyer's sole and exclusive remedy and without any other recourse to Seller.

#### **ARTICLE XII – SELLER'S BREACH**

If Seller defaults in the performance of any term or obligation herein and closing does not timely occur as a result, Buyer shall have the option to give Seller written notice of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein shall be immediately ended and Buyer's deposit shall be promptly and fully refunded, together with any interest accrued thereon, if applicable, as Buyer's sole and exclusive remedy hereunder and without any other recourse to Seller. Without limitation, Buyer shall not be entitled to and hereby waives any right to damages or specific performance or any other remedy other than return of Buyer's deposit. In no event shall Auctioneer have any liability whatsoever on any basis and for any amount as a result of Seller's breach of this Sale Contract or other wrongful act or omission.

#### **ARTICLE XIII – BUYER'S BREACH**

If Buyer defaults in the performance of any term or obligation herein and closing does not timely occur as a result, Seller shall give written notice to Buyer that Buyer's deposit shall be immediately forfeited to Seller as reasonable liquidated damages and not as a penalty against Buyer. Buyer forever waives and releases any right to sue Seller, Auctioneer, or Escrow Agent to recover the Buyer's deposit, or any part thereof, on the grounds that it is unreasonable in amount, or that its retention by Seller and Auctioneer is wrongful or a penalty not agreed upon by the parties as reasonable liquidated damages. If Buyer defaults in the performance of any term or other obligation herein and closing does not timely occur as a result, Seller shall have all rights allowed by law and in equity and pursuant to this Sale Contract, including the right to pursue a claim against Buyer for additional damages, specific performance of this Sale Contract, or cancellation of the sale, and including Buyer's payment of Seller's reasonable attorneys' fees and costs. Without limitation, in the event of Buyer's breach, Buyer's deposit shall be forfeited and Seller may resell the Property to the back-up buyer or otherwise with all losses (including but not limited to any price differential), costs and expenses of resale being the responsibility of the defaulting Buyer. In no event shall Auctioneer have any liability whatsoever on any basis and for any amount as a result of Buyer's breach of this Sale Contract or other wrongful act or omission.

#### **ARTICLE XIV – CONVEYANCE AND TITLE**

Seller shall convey fee simple title to the real estate comprising the Property to Buyer by special warranty deed, free and clear of all liens and encumbrances, except as specified in the "exceptions" of the title commitment, the Terms of Auction, this Sale Contract, and subject to all existing covenants, easements, restrictions, and matters of record. Buyer agrees to accept title to the Property subject to: (a) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the Property, (b) taxes and liens for taxes not yet due and payable, (c) easements for public utilities affecting the Property, (d) all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property; (e) rights and claims of any persons in possession, (f) all title exceptions referenced in the title commitment, including without limitation any conservation easements and related restrictions, if any, identified on the Parcel Addendum attached hereto and made a part hereof, (g) land-use laws, (h) applicable statutes, rules, and regulations, (i) zoning ordinances, and (j) all matters herein waived by Buyer (individually and collectively (a) through (j) are referred to as "permitted title exceptions"). If the title commitment reveals a defect in title which is not one of the permitted title exceptions, or if prior to closing a new defect in title is disclosed by an updated endorsement to the title commitment, which defect is not one of the permitted title exceptions, prior to closing Buyer may either waive such defect or give written notice of such to Seller and Escrow Agent not later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to closing, or decline to cure the defect. If Buyer has given written notice to Seller of a defect in title which Buyer does not waive, and Seller is unable or unwilling to cure the defect on or before closing, this Sale Contract shall be terminated without liability to either party and Buyer's deposit shall be promptly and fully refunded, together with any interest accrued thereon, if applicable, except that, upon written notice to Buyer, Seller shall have the right, at Seller's sole election, to extend the date of closing by up to sixty (60) days, but not longer, to allow time for Seller to attempt to cure any defect in title. Seller shall not voluntarily create or cause any lien or other encumbrance to attach to the Property between the date this Sale Contract is made and closing.

#### **ARTICLE XV – CLOSING**

Community Settlement Group, LLC is the designated "Escrow Agent" for this sale. Closing may be conducted with Community Settlement Group, LLC or at the office of Buyer's designated settlement agent. Closing must occur on or before 5:00 p.m. on May 9, 2011 ("closing date"). If Buyer is acquiring more than one auction tract, then closing of such purchase shall occur at a single settlement covering all tracts unless Seller otherwise agrees in its sole discretion. At closing, Seller shall deliver to Buyer the deed provided for herein to convey good and clear title to the Property to Buyer,

and Buyer shall pay to Seller the balance of the purchase price owed in cash or by confirmed bank wire transfer of funds. Seller shall solely pay the costs for preparing the deed and all other legal documents needed to convey title to the Property to Buyer, including reproduction costs and the costs to record the release of any monetary lien against the Property, Grantor's recordation tax on the deed, plus Seller's attorney's fees. Buyer shall solely pay the costs for title search and exam fee, costs for preparation of the title work completed by Community Settlement Group, the premium for the owner's policy of title insurance, state and local recordation taxes and fees on the deed, the costs for recording the deed, and all other closing, financing, and sale costs, plus Buyer's attorney's fees. The current year's assessments and any special assessments, association dues and fees, current year's *ad valorem* taxes, insurance, interest, rents, utility charges, and all similar items applicable shall be prorated between Seller and Buyer to the closing date, with Buyer being responsible for the day of closing. If Closing occurs before the tax rate or assessed value of the Property is fixed for the then-current year, proration shall be based on the most recent tax rate applied to the most recent assessment, as full and final apportionment. Should any additional assessments, other costs, or taxes be levied or charged as a result of any change of use of the Property attributable to Buyer, such amounts shall be the exclusive responsibility of Buyer to pay. Closing may be conducted by mail. Seller shall grant Buyer possession of the Property immediately upon closing.

#### **ARTICLE XVI – ASSIGNMENT AND THIRD PARTIES**

Neither party may assign or transfer any interest in this Sale Contract without the prior, written consent of the other. Nothing contained in this Sale Contract, or in any document or instrument executed by a party in connection with the sale contemplated, shall create any rights in, or be deemed to have been executed for, the benefit of any person or entity not a party hereto, except as expressly provided herein.

#### **ARTICLE XVII – AGENCY**

The parties understand and agree that Auctioneer is acting solely as a single agent and exclusively representing Seller on this Sale Contract, the transaction contemplated, and all related matters, and Auctioneer is not acting as a sub-agent, Buyer's agent, or limited consensual dual agent.

#### **ARTICLE XVIII – BACK UP CONTRACTS**

(a) Buyer acknowledges and agrees that Seller intends to enter into back-up contracts with one or more of the next highest bidders at the Auction, and that in the event Buyer fails to timely make the Deposit or to Close on the purchase of the Property by the Closing Date, for any reason whatsoever, Buyer agrees that Seller may immediately upon such failure by Buyer, in Seller's sole discretion, without further notice, proceed to close on any back-up contract in accordance with the terms of that back-up contract and without in any way impairing the rights or remedies of Seller by virtue of Buyer's default under this Contract. All of Buyer's rights under this Contract shall automatically expire and terminate, and this Contract shall terminate immediately upon Seller's entry into or invocation of a back-up contract after Buyer's failure to Close under this Contract, and no tender of performance by Buyer after such entry into or invocation of a back-up contract shall be accepted or effective. If this Contract is designated as a back-up contract, then Buyer acknowledges and agrees that this is a back-up contract that Seller may invoke if the primary contract does not close, and that this back-up contract is subordinate to the contract between Seller and the higher-bidding contract purchaser.

#### **ARTICLE XIX – NOTICE**

Any notice between the parties permitted, required, or otherwise relating to this Sale Contract, the transaction contemplated, or the related dealings of the parties, shall be given in writing including, but not limited to, notice which addresses approval, breach, cancellation, claim, closing, complaint, consent, default, demand, objection, option, termination, waiver, or exercise of right. Notice shall be deemed given by a party and effective on the date when personally delivered to the other party or, in lieu of personal delivery, shall be deemed received three days after deposit in the US Mail when addressed to the other party at the address set forth herein and sent certified mail with postage prepaid and a receipt retained, or upon delivery if sent by a nationally-recognized overnight courier or delivery service with a receipt retained. A copy of any notice shall simultaneously be given to Auctioneer at the addresses listed on page one of this Sale Contract.

#### **ARTICLE XX – LEGAL ACTION AND ARBITRATION**

Any action, claim, controversy, or dispute arising out of this Sale Contract including, but not limited to, its breach, enforcement, interpretation, termination, validity, or the transaction contemplated, the Auction, or any related dealings between Seller, Bidder, Buyer, and/or Auctioneer ("Sale Issues"), whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, pursuant to its "Comprehensive Arbitration Rules and Procedures" then in effect, and heard and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. Each party unconditionally and irrevocably waives all right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Sale Contract, the transactions contemplated, and the related dealings of the parties. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, shall initially be paid equally by the parties. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. The parties agree that the filing, proceedings, rulings, decisions, result, and award from any arbitration

shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person whatsoever, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration or other adversarial proceeding must be commenced within one (1) year from the date of the Auction or when the cause of arbitration accrued, whichever first occurs, or it will be forever barred. The right of arbitration shall accrue, and the one-year (1) limitation period shall begin to run, from the date the breach, damage, or injury is sustained and not when discovered.

#### **ARTICLE XXI – BINDING EFFECT**

This Sale Contract shall be binding upon the parties and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributees, employees, executors, heirs, legatees, members, officers, representatives, shareholders, and successors in interest.

#### **ARTICLE XXII – CHOICE OF LAW, JURISDICTION, AND VENUE**

This Sale Contract, the transaction contemplated, and all related dealings of the parties shall be exclusively construed and governed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the County of Albemarle in the Commonwealth of Virginia.

#### **ARTICLE XXIII – SEVERABILITY, HEADINGS, PRONOUNS, AND CONSTRUCTION**

If any clause or provision of this Sale Contract is held illegal, invalid, or unenforceable, it is the parties' intention that the remainder of this Sale Contract shall not be affected and, in lieu of such clause or provision that is held illegal, invalid, or unenforceable, there shall be added, as a part of this Sale Contract, a clause or provision as similar in term and effect as such illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable. Article headings are for reference only and not intended to expand or restrict the scope or substance of the provisions of this Sale Contract. Any reference herein to an Article heading includes all relevant sections, subsections, and paragraphs within that Article. Words used in the present tense also include the past and future tense, as the context requires. Wherever used in this Sale Contract, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter, as the context requires. The parties agree that this Sale Contract have been mutually agreed upon by them and no legal inference, presumption, principle, or other rule of draftsmanship or construction shall be used in favor of or against either of them.

#### **ARTICLE XXIV – MISCELLANEOUS**

Buyer certifies to be of legal age and have full capacity and competence to understand, enter into, execute, and deliver this Sale Contract. If Buyer is purchasing the Property on behalf of an arm of government or business entity (i.e., corporation, limited liability company, etc.) ("artificial person"), Buyer shall be personally liable under this Sale Contract until such time as the artificial person presents Seller with acceptable, written evidence of the artificial person's good standing in its state of formation, plus a duly-passed and executed resolution or similar written authority from its board of directors or other governing authority that authorizes the purchase of the Property and agrees for the artificial person to be bound by this Sale Contract. This Sale Contract may be signed in multiple counterparts and each shall be an original of this Sale Contract, with all counterparts constituting a single instrument. A facsimile signature shall be considered as valid as an original signature. This Sale Contract and the incorporated Terms of Auction contain the entire undertaking between the parties regarding the Auction, the transaction contemplated, and all related dealings of the parties, and there are no oral or written agreements, inducements, promises, representations, or warranties other than those expressly set forth. This Sale Contract supersedes any previous agreement, negotiation, or understanding between the parties regarding the transaction contemplated, and such have been merged here and shall not survive execution of this Sale Contract. No deletion, modification, supplement, or waiver of any term of this Sale Contract shall be effective unless made in writing and executed by the parties with the same formality as this Sale Contract. The failure of either party to insist upon the strict performance of any term of this Sale Contract shall not be construed as a waiver of any subsequent default of the same or similar nature. Each party had the opportunity to seek the independent advice of legal counsel of its choosing and each has either done so or has voluntarily decided to forgo such advice, with full understanding of the risk involved in this course with regard to the Property, Auction, Sale Contract, and this sale. Each party acknowledges that it has received and read the Terms of Auction and this Sale Contract in their entirety, understands and fully accepts all of the terms contained, and has received an executed copy of this Sale Contract. In addition to any other attachments, exhibits, or other documents or materials referenced herein, the following Attachments are attached hereto and incorporated herein by reference:

- Attachment I – Agency Disclosure
- Attachment II – Seller's Residential Property Disclosure Statement (as applicable)
- Attachment III – Lead Base Paint Disclosure and Booklet (as applicable)
- Attachment IV – Legal Description of Property
- Attachment V – Property Specific Disclosures
- Parcel Addendum -- Addendum for each Auction Tract governed by this Contract

#### **ARTICLE XXV – TIME OF THE ESSENCE**

Time is of the essence of this Sale Contract. Each party shall fully perform all respective obligations herein at such times as to ensure that closing occurs on the date specified, or any mutually agreed-upon extension of that date.

**ARTICLE XXVI – SURVIVAL**

Except for those terms and provisions relating to disclaimers, waivers, and indemnifications, all of which survive Closing and delivery of the deed, the terms and conditions of this Sale Contract shall be deemed merged into the deed transferring title from the Seller to the Buyer.

**ARTICLE XXVII – NOTICE AS TO MECHANICS LIEN ISSUES**

Virginia law (§ 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 the 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 lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT, provided that Seller will deliver an affidavit to the title company insuring Buyer's title for the purpose of assurances against mechanics' lien arising out of Seller's failure to pay for work on the Property which was contracted for by Seller during its period of ownership. LEGAL COUNSEL SHOULD BE CONSULTED.

IN WITNESS WHEREOF, the parties being duly authorized and empowered have agreed to the terms herein and executed this Sale Contract intending to be legally bound.

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

SELLER: GRAND CRU PROPERTIES, LLC

By: Farm Credit of the Virginias, ACA, its Manager

Signature By: \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

BUYER:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Phone No. (Work) \_\_\_\_\_

(Home) \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

BUYER:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Phone No. (Work) \_\_\_\_\_

(Home) \_\_\_\_\_

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