

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") made as of the Effective Date, as defined herein, between Acorn, LC ("Seller"), a Virginia limited liability company and Pochard, LLC ("Purchaser"), a Virginia limited liability company. In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1. **EFFECTIVE DATE**: The Effective Date shall be the date this Agreement, or counterparts thereof, has been signed by both Seller and Purchaser.
2. **PURCHASE AND SALE** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to the Purchaser, and Purchaser agrees to purchase from Seller, the following described property (the "**Property**"), located at the northeast corner of Acorn Drive and North Liberty Street in the City of Harrisonburg, Virginia, and consisting of:

9.92 acres, more or less, identified on the tax maps of the City of Harrisonburg as tax parcel 44-C-6, and shown and described as the area labeled "9.920 ACRES RESIDUE OF ACORN LC, DB 3660/705, CITY TM 44 (C) 6" on the subdivision plat entitled "Minor Subdivision Plat, Division of Acorn LC Subdivision, Lot 1, Section 1", made by Hal Benner, L.S. and dated August 30, 2019, and as being further shown and described on the diagram, which subdivision plat and diagram are attached hereto as **Exhibit A**. The Property will be conveyed together with any and all improvements thereon and all appurtenances thereto (including, without limitation, all easements, rights-of-way, sewer and utility rights, privileges, licenses and other rights and benefits belonging to, running with the owner of, or in any way relating to the Property).
3. **PURCHASE PRICE**. The purchase price (the "**Purchase Price**") for the Property is Five Hundred Fifty Thousand Dollars (\$550,000.00).
4. **EARNEST MONEY**. Within three days of the Effective Date, the Purchaser will make an earnest money deposit with Old Dominion Realty, Inc. of Five Thousand Dollars (\$5,000). The earnest money shall be held and applied in conformity with the regulations of the Virginia Real Estate Board. Pursuant to such regulations, if the sale of the Property is consummated, then the earnest money shall be paid to Seller and applied to the payment of the Purchase Price. If Purchaser terminates this agreement in accordance with any right to terminate granted by this agreement, the earnest money shall be immediately returned to Purchaser, and no party shall have any further obligations under this agreement except those stated to survive termination. In the event the sale of the Property is not consummated due to a default by Purchaser, the earnest money shall be delivered by Old Dominion Realty, Inc. to Seller, and no party shall have any further obligations under this agreement except those stated to survive termination.
5. **INSPECTION PERIOD**. Purchaser shall have 90 days after the Effective Date (the "**Inspection Period**") to conduct in regard to the Property such tests, feasibility studies, surveys, inspections and reviews of the due diligence materials provided by the Seller as Purchaser chooses to conduct, and to review title, survey and environmental letters, geologic and engineering studies including but not limited to test bores for soil analysis. Seller hereby agrees to allow Purchaser and its agents access to the Property to conduct these studies. In the event that Purchaser disapproves of any matters affecting the Property and

Seller does not commit to resolve the same to Purchaser's satisfaction, or for any other reason whatsoever, Purchaser may terminate this Agreement without incurring any cost or liability by submitting written notice of termination to Seller on or before the last day of the Inspection Period, or any extension thereof. Purchaser shall have the option to extend the Inspection Period for an additional 60 days by providing written notice on or before the last day of the initial Inspection Period that Purchaser is exercising such option.

6. Subdivision Approvals. If any subdivision approvals are required for the Property to be conveyed to Purchaser, such subdivision approvals shall have been obtained by Seller at and as of the Closing Date.
7. Seller's Documents. Seller agrees to provide to Purchaser within 10 days of the Effective Date a copy of any environmental reports or any other documents within Seller's possession pertaining in any way to the condition of or defects to the Property, including a copy of Seller's most recent title insurance policy for the Property ("Seller's Documents"). Seller shall have a duty to supplement Seller's Documents if at any time Seller receives additional documents prior to the Closing Date, as hereafter defined.
8. CLOSING:
 - (a) Closing: The closing ("Closing") shall be held at the offices of Litten & Sipe, or another place of Purchaser's choosing, on or before 30 days following the expiration of the Inspection Period, or any extension thereof, (the "Closing Date") unless the parties mutually agree upon another place or date. Time is of the essence with respect to Closing.
 - (b) Closing Documents: At Closing, Seller shall deliver the following to Purchaser:
 - (i) A General Warranty Deed ("the Deed") executed by Seller conveying good and marketable title to the Property to Purchaser, free and clear of all liens, but subject to easements and other matters of public record;
 - (ii) If requested by the closing agent, a Form 1099-S evidencing the Seller's federal tax identification number, state of formation, and other pertinent information for tax reporting purposes;
 - (iii) An industry standard owner's affidavit, executed and sworn to by Seller;
 - (iv) A settlement statement;
 - (v) Such resolutions and certificates as may be required by Purchaser or Purchaser's Title Company to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto, Seller's organizational documents, and such other documents as may reasonably be required by Purchaser's Title Insurance Company in order to consummate the sale of the Property to Purchaser.
 - (c) Payment of Purchase Price at Closing. At closing, Purchaser shall deliver to Seller the purchase price by cash, certified check, cashier's check, or wire transfer of immediately available funds (taking into account credit for the earnest money).
 - (d) Proration. All real estate taxes and all other assessments and charges with respect to the Property for the year in which the closing occurs shall be prorated as of the closing date.
 - (e) Possession. Possession of the Property shall be delivered to Purchaser at closing.

- (f) Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the closing date, the Virginia grantor's tax, fees for recording any lien releases, and the real estate commission payable to Cottonwood Commercial LLC and Old Dominion Realty hereinafter provided. Purchaser shall pay, on the closing date, all recording costs other than the Virginia grantor's tax and release fees, and all other normal and customary charges regarding the closing.

10. AS IS. CONVEYANCE OF THE PROPERTY TO PURCHASER AT CLOSING SHALL BE "AS IS" WITH ALL FAULTS. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR TITLE WARRANTIES TO BE SET FORTH IN THE CONVEYANCE DEED, SELLER HAS NOT MADE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE PROPERTY FOR THE USES THAT PURCHASER MAY CONDUCT THEREON; (iii) THE PROPERTY'S COMPLIANCE WITH APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USES LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (iv) THE HABITABILITY, MERCHANTABILITY, MARKET ABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (v) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. RISK OF LOSS

- (a) Casualty. If the Property suffers any damage prior to closing from fire or other casualty, Purchaser may either (i) terminate this agreement or (ii) consummate the closing, in which event the proceeds of any insurance covering such damage, up to the amount of the purchase price, shall be assigned to Purchaser at the closing.
- (b) Condemnation. If prior to closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser shall have ten (10) days from receipt of written notice of such event from Seller to advise Seller that it intends to (i) terminate this agreement or (ii) consummate the closing, in which event the award of the condemning authority shall be assigned to Purchaser at the closing.

12. DEFAULT

- (a) Breach by Seller. If Seller breaches this Agreement, Purchaser may terminate this Agreement and receive immediate return of the earnest money, in addition to all other remedies available to Purchaser at law or in equity.
- (b) Breach by Purchaser. If Purchaser breaches this agreement, Seller shall be entitled to retain the earnest money, in addition to all other remedies available to Seller at law or in equity.

13. CONFIDENTIALITY. Prior to closing, neither Purchaser nor Seller shall, without the prior written consent of the other party, make or permit to be made any announcements or press releases concerning the terms of the purchase of the Property or any other information concerning this agreement or the transaction contemplated herein. Each party shall have the right to disclose information relating to the Property to its attorneys, accountants, prospective lenders and their counsel so long as they agree to be bound by the terms of this paragraph.

14. MISCELLANEOUS

- (a) Notice. Any notice pursuant to this agreement must be in writing, and shall be effective: (i) on the date of actual receipt by the addressee, if sent by delivery or facsimile, or (ii) on the third day after deposit with the U.S. Postal Service, postage prepaid and properly addressed, if mailed or (iii) when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. Either party may change its address for notice by giving notice to the other party.

IF TO SELLER:

Acorn LC
c/o Cottonwood Commercial LC
1958 Evelyn Byrd Avenue
Harrisonburg, Virginia 22801

IF TO PURCHASER:

Barry Pugh
2340 South Main Street
Harrisonburg, VA 22801

- (b) Real Estate Commissions. Neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the sale or purchase of the Property, and each party represents and warrants to the other that no broker commissions, finder fees or similar compensation are due or owing to any person or entity as a result of such party's actions, EXCEPT Cottonwood Commercial LLC and Old Dominion Realty to whom Seller shall pay, at closing, a commission of 6% of the Purchase Price, split 50/50.

Real Estate licensees in Virginia who have entered into brokerage relationships are required by law to make prompt written disclosure of those brokerage relationships to those they work with, but do not represent in the real estate transaction. Licensees must also make written disclosures and obtain timely written consents from their clients in order to enter into certain brokerage relationships. This disclosure form is provided to you to satisfy these requirements and to assure that you understand the nature of the brokerage relationships in which the licensee presenting this disclosure is involved. Regardless of whose interests a licensee represents, all licensees who are REALTORS are required by the REALTORS Code of Ethics to treat all parties with whom they deal honestly.

The duties of real estate licensees in Virginia are set forth in Section §54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. You should be aware that in addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relevant to the transaction which may be obtained from other sources.

The Listing Company (who represents Seller) is Cottonwood Commercial LLC and the Purchasing Company (who does represent Purchaser) is Old Dominion Realty, Inc. Ken Kline, Butch Strawderman, and Rodney Eagle are partners in Acorn LC and are licensed real estate agents in the State of Virginia.

- (c) Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the Property and its conveyance from Seller to Purchaser.
- (d) Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.
- (e) Headings. The captions and headings used in this Agreement are for convenience only and are not intended to amplify or modify the provisions of this Agreement.
- (f) Governing Law. This agreement shall be governed by the laws of the Commonwealth of Virginia and the applicable federal laws of the United States.
- (g) Successors and Assigns. This Agreement is assignable and shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns.
- (h) Attorney's Fees. If it becomes necessary for either party to file suit to enforce this Agreement, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees and costs incurred in such suit.
- (i) Construction. Each party waives any common law or statutory rules of construction providing that this Agreement should be interpreted against the drafter, and agrees that this Agreement should be interpreted according to the fair meaning of its language.
- (j) Waiver. Any waiver of any provision of this Agreement must be in writing, and any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of a party to insist on strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- (k) Buyer to be responsible for damage to crops that occurs until closing.
- (l) Contract is contingent upon Seller being satisfied with intended use of the property.
- (m) Seller to pay roll back taxes.

SELLER:

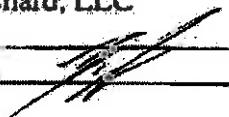
Acorn LC

By: 

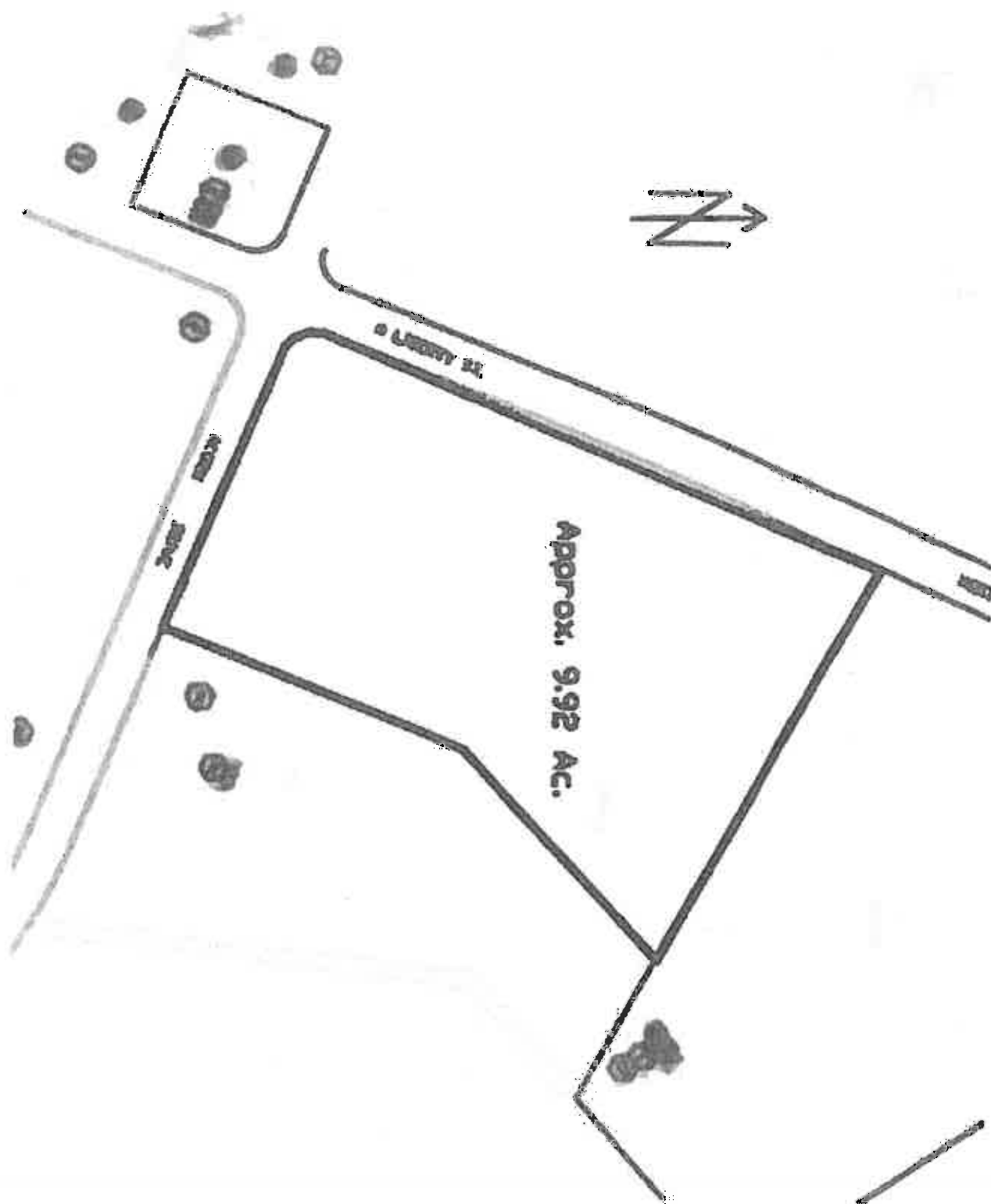
Date: 10/2/19

PURCHASER:

Pochard, LLC

By: 

Date: 1-24-20





VIRGINIA REALTORS®
ADDENDUM TO Purchase and Sale Agreement



This ADDENDUM which is attached to and made a part of the Purchase and Sale Agreement
(the "Agreement") dated November 14, 2019, between Acorn, LC

("Seller") and Pochard, LLC

("Purchaser") for the Property, whose address is: 9.92 Acres Acorn Drive, Harrisonburg, VA 22801

This Addendum provides as follows:

live In addition to paragraph 4 in first addendum, sale is contingent upon the property never to be used for a slaughter house or
~~fire~~ kill holding. This paragraph to survive the contract.

This offer is valid until 2/03/2020.

PURCHASER:

1-24-201

DATE

SIGNATURE

Pochard, LLC

SELLER:

1/21/20
DATE

SIGNATURE

Acorn, LC

DATE

SIGNATURE

DATE

SIGNATURE

DATE

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VR FORM 1300A Revised 07/17
Reviewed 07/17

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FIRST ADDENDUM TO
PURCHASE AND SALE AGREEMENT

This Addendum (the "Addendum") is made as of January ²⁴ 2020, by and between Acorn, LC ("Seller"), a Virginia limited liability company and Pochard, LLC ("Purchaser"), a Virginia limited liability company.

Whereas, Seller and Purchaser entered into that certain Purchase and Sale Agreement (the "Agreement") executed on or around November 14, 2019, pertaining to 9.92 acres, more or less, located on Acorn Drive within the City of Harrisonburg, and further described in the Agreement; and

Whereas, Seller terminated the Agreement pursuant to Paragraph 14(I) thereof, and the parties now desire to again enter into and to ratify the Agreement, as modified by this Amendment.

Now, Therefore, Seller and Purchaser agree as follows:

1. The Agreement is hereby ratified and agreed to as if Seller had not exercised its right to terminate under Paragraph 14(I).
2. In the event Purchaser does test bores and a Closing does not occur, Purchaser will be responsible for actual damages to the crops on the property resulting from Purchaser's test bores.
3. The duration of the initial Inspection Period under paragraph five of the Agreement is hereby modified and extended so that it does not expire until 90 days after the date of this Addendum. Purchaser shall have a right to further extend the Inspection Period for an additional 60 days by providing written notice on or before the last day of the initial Inspection Period that Purchaser is exercising such option, provided that Purchaser pays a \$2,500 nonrefundable deposit to Seller, which deposit shall be credited to the Purchase Price at Closing.
4. The Agreement is contingent upon the property not being used, for a period of five years from Closing, for any use other than (i) its current use, or (ii) a solar farm and uses incidental thereto.
5. Seller will pay any roll-back or deferred taxes or fees pertaining to the property as of the Closing Date.

SELLER:
Acorn, LC

By:  X

Date: 1/21/20

PURCHASER:
Pochard, LLC

By: 

Date: 1-10-2020

Via Facsimile and First Class Mail

Acorn LC
c/o Cottonwood Commercial LC
1958 Evelyn Byrd Avenue
Harrisonburg, Virginia 22801

NOTICE OF EXTENSION OF STUDY PERIOD

This Notice of Extension (the "Notice") is provided by **Pochard, LLC** ("Purchaser"), a Virginia limited liability company to **Acorn, LC** ("Seller"), a Virginia limited liability company.

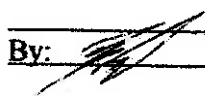
Whereas, Seller and Purchaser entered into that certain Purchase and Sale Agreement (together with any amendments thereto, the "Agreement") executed on or around November 14, 2019, pertaining to 9.92 acres, more or less, located on Acorn Drive within the City of Harrisonburg, and further described in the Agreement; and

Whereas, Seller and Purchaser executed a First Addendum to the Agreement, dated January 24, 2020, which provided that Purchaser has the right to extend the Inspection Period under the Agreement for an additional 60 days by providing written notice and paying a \$2,500 nonrefundable deposit to Seller, which deposit shall be credited to the Purchase Price at Closing.

Now, Therefore, Purchaser provides Notice to Seller under the Agreement as follows:

1. The Inspection Period under the Agreement is hereby extended for an additional 60 days so that the Inspection Period under the Agreement, and Purchaser's rights thereunder, shall expire on June 22, 2020.

PURCHASER:
Pochard, LLC

By:  M. W. WAGG

Date: 4-15-20

Enclosure: \$2,500 deposit

**SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Addendum (the "Addendum") is made as of June 5, 2020, by and between Acorn, LC ("Seller"), a Virginia limited liability company and Pochard, LLC ("Purchaser"), a Virginia limited liability company.

Whereas, Seller and Purchaser entered into a Purchase and Sale Agreement (the "Agreement") executed on or around November 14, 2019, and amended on January 24, 2020, pertaining to 9.92 acres, more or less, located on Acorn Drive within the City of Harrisonburg, and further described in the Agreement; and

Whereas, the Inspection Period under the Agreement expires on June 22, 2020; and

Whereas, Purchaser desires to extend the Inspection Period for an additional 90 days.

Now, Therefore, Seller and Purchaser agree as follows:

1. The Agreement is hereby amended and modified as follows:
 - a. The duration of the Inspection Period under paragraph five of the Agreement is hereby modified and extended so that the Inspection Period, together with all of Purchaser's rights thereunder, is extended and shall expire on September 21, 2020. Such extension is contingent upon payment by Purchaser, on or before June 22, 2020, of an additional \$3,750 non-refundable deposit (the "Additional Deposit") to be given to the Seller. The Additional Deposit will be credited toward the Purchase Price at Closing.
2. Except as modified herein, the Agreement remains in full force and effect.

SELLER:
Acorn, LC

By: Win John Hall

Date: 6/10/2020

PURCHASER:
Pochard, LLC

By: [Signature]

Date: 6-10-20