

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (the "Contract") is made and entered into as of this 20th day of June, 2013, by and between JEAN MARY O'CONNELL NADER, Successor Trustee under the Land Trust Agreement dated October 16, 1992 ("Seller"), and LONG BRANCH PARTNERS, L.L.C., a Virginia limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller holds legal title to an approximately fifteen (15) acre parcel of land in Fairfax County, Virginia identified on the Tax Map as TM 90-4 ((1)) 17 (the "Property"); and

WHEREAS, Seller was appointed Successor Trustee under the Land Trust Agreement dated October 16, 1992, recorded in Deed Book 8845, page 1449 among the land records of Fairfax County, Virginia, by the Circuit Court of Fairfax County by Order entered January 25, 2013 (the "Order"), a copy of which is attached; and

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

NOW, THEREFORE, for and in consideration of the foregoing, of the mutual promises of the parties contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

1. Sale and Purchase of Real Property. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, at the price and upon the terms and conditions hereinafter set forth.

2. Purchase Price.

(a) The minimum purchase price for the Property shall be One Million Seven Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,725,000). The Purchase Price to be paid at Settlement shall be calculated as follows: $\$1,725,000 + (\$57,500 \times (\text{number of townhouse lots for which Purchaser obtains rezoning and site plan approval greater than } 30))$. For purposes of calculating the purchase price, Purchaser shall not be required to pay Seller for any townhouse lots that are required to be designated as Affordable Dwelling Units ("ADU") by Fairfax County.

(b) Within two (2) business days after the Effective Date of this Contract, as defined in Paragraph 26 below, Purchaser shall deliver to Stewart Title and Escrow, Inc. ("Escrow Agent" or "Title Company") at 10505 Judicial Drive, Suite 300, Fairfax, Virginia 22030, Attention: Mark Fitzgerald, a promissory note due on demand made payable to Seller in the amount of \$50,000 ("Promissory Note"). Escrow Agent shall hold the Promissory Note in escrow and deliver it as provided herein.

What is the intent of having Jean Nader sign a "Sales Contract" that does not mention the Trust Deed?
The numerous clauses about "title objections" appears to anticipate a title problem. Not mentioning the Trust Deed creates a title problem.

Title objections

(c) Any dispute between Seller and Purchaser with respect to the entitlement of either to receive the Promissory Note or the Deposit, as defined in Paragraph 6(b) below, shall be limited solely to the amount of the Deposit and attorney's fees and other costs of collection, should there be any.

(d) At Settlement, Purchaser shall pay the Purchase Price in cash or other immediately available funds, and the Deposit shall be applied to the Purchase Price.

3. Time is of the Essence. TIME IS OF THE ESSENCE OF ALL ASPECTS OF THIS CONTRACT.

4. Title.

This appears to anticipate a title objection. Not recognizing the Trust Deed creates a title objection. This is planted between innocent members of our family.

(a) Title to the Property shall be good of record and in fact, marketable and insurable at standard rates by a title insurance company licensed to do business in Virginia. Any monetary liens shall be satisfied out of settlement proceeds.

(b) Within fifteen (15) days after the Effective Date, Purchaser shall order a title examination and commitment as to the status of title to the Property ("Purchaser's Title Commitment"). Within sixty (60) days after the Effective Date, Purchaser shall deliver to Seller copies of Purchaser's Title Commitment and, should Purchaser commission one, a survey and shall advise Seller by written notice ("Title Objection Notice") of any objections that Purchaser may have as to the matters reflected in Purchaser's Title Commitment or the survey ("Title Objection(s)"). In the event it does not timely give a Title Objection Notice, Purchaser shall be deemed to have accepted title as reflected in Purchaser's Title Commitment and, if one is prepared, the survey, should Purchaser elect to proceed beyond the Feasibility Period under this Contract. Within ten (10) days after delivery of a Title Objection Notice to Seller, Seller shall advise Purchaser by written notice ("Seller Title Notice") that Seller elects to either:

(i) immediately undertake at her expense and diligently pursue corrective action and proceed to resolve the Title Objection(s) by the Settlement Date as defined in Paragraph 9(a); or

(ii) not remedy the Title Objection(s).

In the event Seller does not timely give a Seller Title Notice to Purchaser, Seller shall be deemed to have elected to not remedy the Title Objection(s).

(c) In the event Purchaser advises Seller of Title Objection(s) and Seller elects not to undertake corrective action, Purchaser may elect either to waive such Title Objection(s) and proceed under this Contract or to terminate this Contract and have the Promissory Note returned to it. Purchaser shall advise Seller as to its election prior to the expiration of the Feasibility Period should Purchaser elect to proceed beyond the Feasibility Period under this Contract.

Title objections

(d) Seller expressly acknowledges that Seller shall be required to cause to be released at or prior to Settlement any mortgages, deeds of trust or monetary liens (including without limitation mechanic's liens) to the extent that such monetary liens are not caused by Purchaser's activities on the Property, and Purchaser shall not be required to list any such matters as Title Objection(s). All matters disclosed by Purchaser's Title Commitment which are not the subject of Title Objection(s) by Purchaser, other than monetary liens as described above, shall be deemed to be Permitted Exceptions (as defined below). If Purchaser does not terminate this Contract, all Title Objection(s) which Seller has elected not to cure shall be deemed Permitted Exceptions. If Seller, with the exercise of reasonable diligence, is unable to cure any Title Objection(s) which Seller has elected to cure within four (4) months following the receipt of such Title Objection(s), Purchaser shall elect, within ten (10) days after the expiration of such four-month period, by written notice to Seller, either (x) to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder (other than those which by their specific terms are to survive a termination of this Contract), or (y) to waive such Title Objection(s) and proceed in accordance with the terms of this Contract, in which event such Title Objection(s) shall be deemed to be Permitted Exceptions to title. The "Permitted Exceptions" shall mean (i) all matters disclosed by the Purchaser's Title Commitment which are not the subject of Title Objection(s) by Purchaser, other than monetary liens, (ii) all Title Objection(s) which Seller has elected not to cure (provided Purchaser does not elect to terminate this Contract as set forth above), and (iii) all Title Objection(s) which Seller has elected to cure but which Seller is unable to cure within four (4) months following the receipt of such Title Objection(s) (provided Purchaser does not elect to terminate this Contract as set forth above). The Purchaser's Title Commitment may be updated by the Escrow Agent, at Purchaser's expense, prior to Settlement. Any title exception, other than a Permitted Exception, which appears on such updated Purchaser's Title Commitment (a "New Exception") shall be cured by Seller prior to Settlement, and the date for Settlement shall be deferred for up to sixty (60) days to permit Seller to cure such New Exceptions.

(e) Subsequent to the Effective Date, Seller shall not mortgage or encumber the Property or execute any easements, covenants, proffers, conditions or restrictions with respect to the Property without Purchaser's prior written consent.

(f) Title to the Property shall be conveyed by Seller to Purchaser at Settlement by Special Warranty Deed in recordable form subject only to the Permitted Exceptions or those other exceptions waived by Purchaser and deemed Permitted Exceptions as set forth above.

(g) In the event any matter which renders title to the Property to become unmarketable or uninsurable at ordinary rates arises subsequent to the Effective Date and is not disclosed in the Purchaser's Title Commitment, Seller shall cause same to be cured and the date for Settlement shall be deferred for up to sixty (60) days to permit such cure.

(h) Purchaser shall have the right to have the Property surveyed by a surveyor licensed by the Commonwealth of Virginia, chosen by Purchaser, prior to the expiration of the

Title objections

Feasibility Period. If the report of survey (the "Survey") shows any encroachment on the Property or encroachments into the adjoining lands of others or other defects and Purchaser objects to the same by written notice to Seller prior to the, the same shall be treated as a Title Objection(s) in accordance with Paragraph 4(b).

(i) Seller and Purchaser agree that the issue of marketability of the title to the Property or the curing or removal of a Title Objection shall be determined on the basis of applicable standards adopted by the Title Company.

5. Entry onto Property.

Until Settlement hereunder or until such time as this Contract is terminated as provided herein, Purchaser shall have the right, at its own risk and expense, to enter onto and have its agents enter onto the Property to make engineering studies, conduct tests, including soil borings, and to survey the Property. Prior to exercising its right of entry, Purchaser must have a policy of comprehensive general liability insurance which reasonably covers the risks involved. Purchaser shall indemnify and hold Seller harmless against any damages or claims which may result from the activities of Purchaser or its agents on the Property, except for damages or claims that result from the negligence or activities of Seller or her agents. In the event of termination of this Contract under its terms, Purchaser shall return the Property substantially to its condition before disturbance by Purchaser. Notwithstanding any other provision of this Contract, the obligations of Purchaser set out in this Paragraph 5 shall survive termination of the Contract.