

## TIMBERLAND SALE AGREEMENT

This TIMBERLAND SALE AGREEMENT (“**Contract**”) is dated as of \_\_\_\_\_, 2008, between BANK OF AMERICA, N.A., SUCCESSOR TRUSTEE UNDER THE AGREEMENT EPES FAMILY SHARE “B” (the “**Seller**”), whose address is 12<sup>th</sup> and Main Streets, Richmond VA 23219, Attn: David R. Medley, and \_\_\_\_\_ (the “**Purchaser**,” whether one or more), whose address is \_\_\_\_\_ and provides as follows:

1. REAL PROPERTY: Purchaser agrees to buy, and Seller agrees to sell, certain parcels of real property in Nottoway County, Virginia, containing 506 acres, more or less, including a lake- front log cabin, and any fixtures located therein (collectively, the “**Property**”). The Property is being sold “in gross” and not by the acre (except as otherwise described in Section 7B below).

(b) PURCHASE PRICE: The purchase price (the “**Purchase Price**”) of the Property is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which shall be paid by Purchaser to Seller at Settlement (as hereinafter defined) by cashier’s or certified check, locally drawn, or wired funds, at Purchaser’s election, subject to the credit for the Deposit (as hereinafter defined) and subject to the prorations described hereinafter. The Purchase Price may also be adjusted based on a survey obtained by Purchaser, if obtained before Settlement, as described in Section 7B below.

2. DEPOSIT: (a) Purchaser has delivered a check made payable to the Seller to the Broker (as hereinafter defined) of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000.00) (the “**Deposit**”). Purchaser shall also provide the Seller with the Purchaser’s tax identification number or social security number. Once the check and the foregoing tax information is received by Seller, the deposit will be invested in a Bank of America certificate of deposit. If this transaction does not settle, the Deposit, and any interest earned thereon, shall be either transferred by Broker to Seller or returned to Purchaser in accordance with the provisions of this Contract.

3. SETTLEMENT; POSSESSION: Settlement (the “**Settlement**”) under this Contract shall be made at the Seller’s office on May 30, 2008 at 10:00 a.m., local time (the “**Settlement Date**”). Possession of the Property shall be given upon recordation of the Deed and delivery of the Purchase Price, as herein adjusted, on the Settlement Date.

#### 4. EXPENSES; PRORATIONS:

A. Seller agrees to pay the expense of preparing the deed as hereinafter described and the recordation tax application to grantors. All other expenses incurred by Purchaser in connection with the purchase of the Property, including, without limitation, title examination, insurance premiums, survey costs, recording taxes and costs and the fees of Purchaser’s attorney, shall be borne by Purchaser. All current real estate taxes due on or after Settlement shall be paid by Seller or Purchaser, as appropriate, and prorated between the parties as of the Settlement Date.

B. The Purchaser shall be responsible for the payment of rollback taxes, if any. If the Property is in a land use program, it minimizes the current real estate tax obligation on the owner of the Property. If the Property becomes disqualified from remaining in such land use program, or for its failure to be timely enrolled therein, or otherwise, the party owing any and all rollback tax obligation (including back taxes, penalty and interest) as a result thereof shall be the party who disqualified the Property from the land use program, or for its failure to be timely enrolled therein, or otherwise. The provisions of this subsection shall survive Settlement.

5. BROKERAGE FEES: Seller has engaged American Forest Management, Inc. (“**Broker**”) to sell the Property as the listing broker. Seller shall pay Broker a commission based on a separate Listing Agreement. In the event this is a cooperative sale, the selling broker (the “**Selling Broker**”) must have properly registered itself with the Broker prior to the opening of Purchaser’s bid in order to receive the portion of the fee to be received by the Broker. Seller hereby authorizes and directs the Settlement agent to disburse to the Broker (and, at the Broker’s request, a portion thereof to the Selling Broker) from Seller’s proceeds of sale at Settlement. Except for the Broker, Seller has no further brokerage obligations, and Purchaser shall indemnify, defend and hold Seller harmless from and against any claim for broker’s fee, finder’s fee or commission in connection with the execution or consummation of this Contract where such claim is based on a statement, representation or agreement made by Purchaser. Likewise, Seller shall indemnify, defend and hold Purchaser harmless from and against any claim for broker’s fee, finder’s fee or commission in connection with the execution or consummation of this Contract where such claim is based on a statement, representation or agreement made by Seller.

6. RISK OF LOSS: All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until the Settlement Date. In the event of loss or damage to either 25% or more of the cabin or 25 acres or more of the timberland before Settlement, Purchaser shall have the option of either (i) terminating this Contract within five (5) business days after notice thereof and recovering the Deposit as its sole remedy, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller’s rights under any policy or policies of insurance applicable to the Property. If clause (i) is not timely elected, clause (ii) shall be deemed elected.

7. TITLE AND SURVEY:

A. At Settlement, Seller shall convey the Property to Purchaser by special warranty deed, free of all monetary encumbrances, tenancies and liens (for taxes and otherwise), but subject to such restrictive covenants, conditions, agreements and easements of record, including those identified in the title insurance commitment attached hereto as **Exhibit A**. If, after the effective date of the attached title commitment, any other title exception appears which adversely affects marketability of title, and such defect is of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at its sole option

and expense, may take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice from Purchaser of the defect, then Purchaser shall have the right to either (as Purchaser's sole remedy) (i) terminate this Contract within five (5) business days thereafter, in which event the Deposit shall be promptly returned by the Broker to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to Settlement with no adjustment to the Purchase Price. If clause (i) is not timely elected, clause (ii) shall be deemed elected. If Seller has agreed to cure such defect, the parties agree that the Settlement Date shall be extended (as necessary) to enable Seller to cure such title defect, but not for more than 60 days unless agreed upon by the parties.

B. In the event Purchaser elects, at its sole cost and expense, to obtain a current plat of survey of the Property, the parties agree that no adjustment shall occur to the Purchase Price if the acreage determined by such survey is between 481 and 531 acres (a 25 acre threshold being required). However, in the event the acreage exceeds 531 acres or is less than 481 acres, the per acre price of the Property, based on 506 acres, shall be appropriately adjusted for each acre above or below 506 acres; that is, if the survey shows 1 acre above or below the 25 acre threshold, the per acre price will be applied to such 26 acres.

8. **CONDITION AND INSPECTION; SEED LAW:** Purchaser agrees to accept the Property at Settlement in its present “as-is” “where-is” physical condition and subject to all faults, defects and other adverse matters, if any. Purchaser acknowledges and agrees that Purchaser has inspected the Property to the extent deemed necessary. Purchaser did not rely on any representations or warranties by Seller or Broker regarding the Property. Purchaser agrees to accept the Property in its “as-is” “where-is” condition, without warranties (except as provided in the deed) of any kind, expressed or implied, from Seller, Broker or any of its agents or employees, including any representation regarding merchantability, fitness for a particular purpose, habitability, suitability, tenantability, or regarding compliance with any state or federal laws, rules or regulations governing the disposal or presence of hazardous substances on the Property. Seller makes absolutely no representations or warranties of any kind whatsoever with respect to the condition of the Property. Purchaser acknowledges that it is relying solely on its own inspections, engineering studies and reports, environmental audits, feasibility studies and examination of the Property. Purchaser shall be responsible to comply with the Virginia Seed Tree Law and reforestation of timber or filing an alternative management plan in connection with approximately 70 acres of timber recently harvested by Seller. The provisions of this subsection shall survive Settlement.

9. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent’s role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and

the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the Purchase Price is financed, your lender will instruct the Settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement agent can provide legal advice to any party to the transaction except a Settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Escrow, closing and Settlement services guidelines: The Virginia State Bar issues guidelines to help Settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, Settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

10. MECHANICS LIEN NOTICE: (a) Virginia law (Section 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 lienor 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. LEGAL COUNSEL SHOULD BE CONSULTED. (b) Seller shall deliver to Purchaser at Settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

11. VIRGINIA CONDOMINIUM ACT: Seller represents that the Property is not a condominium unit subject to the Virginia Condominium Act, Section 55-79.39 et seq. of the Code of Virginia.

12. PROPERTY OWNER'S ASSOCIATION DISCLOSURE: Seller represents that the Property is not located within a development which is subject to the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia.

13. LEAD-BASED PAINT INSPECTION: This paragraph applies since the Property was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto.

(Check as applicable):

  X   (a) Attached to this Contract as **Exhibit C** and made a part hereof by this reference is a fully executed **“Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards.”**

\_\_\_\_\_ (b) Notwithstanding any other provision of this Contract to the contrary, Purchaser shall have ten (10) days after the date this Contract is fully ratified to conduct, at Purchaser’s sole cost and expense, a risk assessment or inspection of the Property for the presence of “lead-based paint” and/or “lead-based paint hazard”, as defined under 42 U. S. C. 4852d (the **“LBP Deficiency”**), and to furnish a copy of the assessment or inspection report and any necessary corrective actions to Seller. If the report reveals the presence of LBP Deficiency, Seller shall notify Purchaser in writing within five (5) days of receipt of such report (the **“Seller Response Period”**) whether Seller intends to take the corrective actions called for in the report. If Seller notifies Purchaser that it does not intend to take the actions called for in the report, or if Seller does not notify Purchaser of Seller’s intent within the Seller Response Period, Purchaser shall have the right either (I) to terminate this Contract by written notice to Seller within five (5) days after the end of the Seller Response Period, in which event the Deposit will be returned to Purchaser and neither party shall have any further obligations to the other hereunder, or (ii) to waive this contingency and proceed to Settlement in accordance with the provisions of this Contract, in which event Seller shall have no obligation to remedy the LBP Deficiency. If Seller notifies within the Seller Response Period that Seller will remedy the LBP Deficiency, or if the parties otherwise agree in writing on the corrective actions to be taken by Seller, Seller shall have until the Settlement Date occurs hereunder to perform such remedy. Time shall be of the essence for each of the provisions of this paragraph.

  X   (c) Purchaser waives its right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

14. NOTICE TO PURCHASER: Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on any sexual offenders registered under Chapter 23 section 19.2-387 et seq. of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or at [www.state.va.us/vsp/vsp.html](http://www.state.va.us/vsp/vsp.html).

15. NOTICE OF DISCLAIMER OR DISCLOSURE PURSUANT TO VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT (See **Exhibit D**): (a) Disclaimer is   X   or is not \_\_\_\_\_ attached. (b) Disclosure is \_\_\_\_\_ or is not   X   attached. (Attachment does not become part of this Contract.)

16. DEFAULT: If either Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for any damages and all expenses incurred by the non-defaulting party and the Broker in connection with this transaction and the enforcement of this Contract, including, without limitation, reasonable attorneys' fees and costs, if any. If any action is brought by Seller or Purchaser under this Contract or growing out of the transactions contemplated herein, the prevailing party (as determined by the court) in such action shall be entitled to receive from the non-prevailing party (in addition to any other damages or awards), reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action. The provisions of this subsection shall survive Settlement.

17. MISCELLANEOUS: This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. All headings in this Contract are for convenience of reference only and do not expand or limit the provisions of this Contract. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine (and vice-versa) and the singular shall include the plural. The representations and warranties made by Seller herein, if any, and all other provisions of this Contract shall be deemed merged into the deed delivered at Settlement and shall not survive Settlement except as otherwise provided in this Contract to the contrary. Reference is made to an exhibit hereto regarding employees of Bank of America Corporation, which exhibit is attached hereto as Exhibit B and incorporated herein by this reference.

18. TIME: Time is of the ESSENCE as to all dates and times described in this Contract.

19. ACCEPTANCE: This Contract, when signed by Purchaser, shall constitute an offer to enter into a bilateral contract, and the offer shall remain in effect until withdrawn and notice thereof is received by Seller or Broker. If not accepted by Seller by such time of withdrawal, this offer shall be null and void.

(Signatures on Next Page)

WITNESS the following duly authorized signatures and seals:

**SELLER:**  
BANK OF AMERICA, N.A., SUCCESSOR  
TRUSTEE UNDER THE AGREEMENT EPES  
FAMILY SHARE "B"

By: \_\_\_\_\_  
David Medley, Vice President

Date: \_\_\_\_\_, 2008

**PURCHASER:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008



WITNESS the following duly authorized signatures and seals:

**SELLER:**  
BANK OF AMERICA, N.A.,  
SUCCESSOR TRUSTEE UNDER THE  
AGREEMENT EPES FAMILY SHARE  
“B”

By: \_\_\_\_\_  
David Medley, Vice President

Date: \_\_\_\_\_, 2008

**PURCHASER:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

**EXHIBIT A**

(attach title insurance commitment)

## EXHIBIT B

THIS EXHIBIT B MUST BE EXECUTED BY THE NON-CORPORATE BUYER  
AND SUBMITTED WITH THE PURCHASE OFFER/CONTRACT.

THIS EXHIBIT B to CONTRACT OF PURCHASE, dated as of \_\_\_\_\_,  
2008 by and between BANK OF AMERICA, N.A., SUCCESSOR TRUSTEE UNDER  
THE AGREEMENT EPES FAMILY SHARE "B" "**SELLER**", and  
\_\_\_\_\_  
**"PURCHASER"**.

1. Purchaser/Buyer hereby represents and warrants that they are not an employee, officer, director or related party of Bank of America Corporation or any of its subsidiaries or affiliates, nor is Purchaser/Buyer acting on behalf of, nor does Purchaser/Buyer have any agreement, written or oral, under which the title of the property would be transferred to an employee, officer, director or related party of Bank of America Corporation or any of its subsidiaries or affiliates.
2. Purchaser/Buyer represents and warrants that they are not acting on behalf of, nor does Purchaser/Buyer have any agreement, written or oral, under which the title would be transferred to any entity controlled by any of the aforementioned individuals or affiliates or an immediate family member of any such individuals or affiliates.
3. Purchaser/Buyer maintains, to the best of their knowledge, that Purchaser/Buyer has no connection or interest in Bank of America that might affect the exercise of the best judgment of Bank of America in the selling of said property.
4. Purchaser/Buyer hereby affirms that Purchaser's decision if any, to seek such financing or other service from Bank of America, N.A., was made strictly independently by Purchaser/Buyer and not as a condition of this sale.
5. Purchaser/Buyer acknowledges and agrees that this contract is made by Seller solely in its fiduciary or co-fiduciary capacity as described on the signatures affixed hereto, and that Seller shall not be liable for any breach of any failure to perform any obligation under this contract except from assets held in the fiduciary or co-fiduciary capacity described.
6. Purchaser/Buyer acknowledges and understands that Purchaser/Buyer may and shall inspect the property to the extent it deems necessary, that, except as specifically set forth herein, Purchaser/Buyer will not be relying on any representations or warranties by Seller, or Seller's Agent, regarding the property, and that Purchaser/Buyer shall accept the property in its "as-is" "where-is" condition, without warranties of any kind, expressed or implied, from Seller, including any regarding merchantability, fitness for a particular purpose, habitability, suitability, tenantability, or regarding compliance with any state or federal laws, rules or regulations governing the disposal or presence of hazardous substances on the property. Seller makes absolutely no representations of any kind whatsoever with respect to the conditions of the property. Purchaser/Buyer is relying solely on its own inspections, engineering studies and reports, environmental audits,

feasibility studies and examination of the property and Purchaser/Buyer's determination of the condition of the property.

7. This property is offered without respect to race, color, creed, sex, marital status, handicap, children, familial status, age, or national origin of the applicant.

8. The Purchaser/Buyer's rights under this contract cannot be assigned without the express written consent of the Owner/Seller.

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**EXHIBIT C**

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED  
PAINT AND/OR LEAD-BASED PAINT HAZARDS  
(Purchase)

This is a disclosure to the property in Nottoway County, Virginia described in the Contract as containing 506 acres, more or less, including a lake-front log cabin, and any fixtures located therein.

Lead Warning Statement

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.

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

\_\_\_X\_\_\_ (a) Presence of lead-based paint hazards (check one below):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

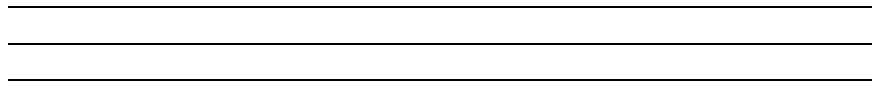
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): \_\_\_\_\_

\_\_\_\_\_



Purchasers' Acknowledgements (each purchaser initial in each space)

- \_\_\_\_\_ (c) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (d) Purchaser has received the pamphlet **“Protect Your Family From Lead in Your Home.”**
- \_\_\_\_\_ (e) Purchaser has (check one below):
- \_\_\_\_\_ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based point hazards; or
- \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

**SELLER:**  
BANK OF AMERICA, N.A.,  
SUCCESSOR TRUSTEE UNDER THE  
AGREEMENT EPES FAMILY SHARE  
“B”

By: \_\_\_\_\_  
David Medley, Vice President

Date: \_\_\_\_\_, 2008

**PURCHASER:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2008

**EXHIBIT D**

RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner makes no representations or warranties as to the condition of the property, except as otherwise provided in the purchase contract, or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects in the condition of the property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed on the reverse side).



RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its conditions, except as otherwise provided in the purchase contract; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address/Legal Description: 506 acres, more or less, including a lake-front log cabin and any fixtures located therein.

The undersigned owner(s) of the real property described above make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the property "as is", that is, with all defects which may exist, if any, except as otherwise provided in the real estate purchase contract.

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

BANK OF AMERICA, N.A., SUCCESSOR  
TRUSTEE UNDER THE AGREEMENT EPES FAMILY  
SHARE "B"

By: \_\_\_\_\_  
David Medley, Vice President

Date: \_\_\_\_\_, 2008

NOTE TO PURCHASER(S): The owner(s) make no representations with respect to any matters which may pertain to parcels adjacent to the subject parcel. You should exercise whatever due diligence you deem necessary with respect to adjacent parcels in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to Settlement. You should exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2, whether the owner proceeds under subdivision 1 or 2 of subsection A of §55-519. Such information may be obtained by contacting your

local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or [www.vsp.state.va.us/vsp.html](http://www.vsp.state.va.us/vsp.html).

The Purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

_____	_____	_____	_____
Purchaser	Date	Purchaser	Date

\\Timberland Sale Agreement #5090369 (v.3).doc