

REAL ESTATE SALE AGREEMENT

**ARTICLE I
BASIC TERMS**

1.01 Basic Terms. The following constitute the basic terms and provisions of this Real Estate Sale Agreement (this “**Agreement**”):

Date: April 30, 2025

Seller: COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

Purchaser: NVR, Inc., a Virginia corporation

Party or Parties: Each of Seller and Purchaser are sometimes referred to herein individually as a “Party” and collectively as the “Parties”

Property: The real property with all improvements thereon located in the Locality, containing approximately 87.459 acres of land more particularly described on Exhibit A, together with all rights and appurtenances pertaining to such land, including Seller’s right, title and interest, if any, in and to the following: (i) all minerals, water, oil, gas and other hydrocarbon substances thereon; (ii) all adjacent strips, streets, roads, alleys and rights-of-way, public or private, open or proposed; (iii) all easements, privileges, development rights and hereditaments, whether or not of record; and (iv) all access, air, water, riparian, solar and utility rights and wastewater, fresh water, storm sewer, or other utilities reservations, capacity or service commitments and allocations, and (v) all other rights and benefits running with such land.

Effective Date: The date upon which this Agreement is executed by Seller following approval of the Governor in accordance with Section 2.03.

Purchase Price: \$12,500,000

Study Period: Commencing on the Effective Date until one hundred twenty (120) days thereafter.

Approvals Period: Twelve (12) months following the end of the Study Period.

Intended Use: Mixed Use Development (MUD) with minimum of 375 residential units.

Deposit: \$1,250,000 to be delivered as follows:
\$1,000,000 to be delivered within five (5) business days after Effective Date, non-refundable upon unappealable and successful rezoning to MUD with minimum of 375 residential units, without additional requirements to the rezoning approval imposed by the City of Suffolk or any State or Federal Agency.
\$250,000.00 to be delivered within five (5) business days after the end of the Approvals Period, which may be paid in two non-refundable installments if Purchaser exercises the extension(s) as set forth below.

Locality: The City of Suffolk, Virginia.

“Settlement” or “Closing”: Closing of the transaction contemplated by this Agreement on the Settlement Date.

“Settlement Date” or “Closing Date”: The date that is forty-five (45) days after the date of expiration of the Approvals Period or as soon thereafter as practicable allowing a reasonable time for Preparation, approval and execution of the Settlement documents, unless mutually agreed otherwise by Purchaser and Seller.

Extensions: Purchaser shall have the right to extend the Approvals Period twice, with each extension being for a maximum period of six (6) months to obtain rezoning approval (as defined above) consistent with the proposed plan of development submitted by Purchaser. Purchaser shall notify Seller in writing of Purchaser’s intent to exercise either or both extension(s). Each extension request shall be accompanied by a non-refundable deposit in the amount of \$125,000. Each extension fee is non-refundable except in the event of a Seller default. Each extension fee shall be considered as part of the Deposit and will be applied towards the Purchase Price at Closing. In the event of default by Purchaser, the extension fee(s), along with any other non-refundable deposit, shall be forfeited to Seller.

Permitted Exceptions: The exceptions set forth on Exhibit B; any matter set forth on the Title Commitment or shown on Purchaser’s Survey, which are not Objections; Objections that have been waived or have been deemed to have been approved or waived by Purchaser in accordance with Section 3.02(b); and real estate taxes not yet due and payable.

Deed: The quitclaim deed to be prepared by Seller in the form attached as Exhibit C.

Seller’s Notice Address: Director of Capital Outlay and Facility Management
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Email: William.ferguson@vdot.virginia.gov

with a copy to: Brian K. Stevens
Senior Assistant Attorney General
Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
Email: bstevens@oag.state.va.us

Purchaser's Notice: NVR, INC.
11700 Plaza America Drive, Suite 500
Reston, VA 20190
Attn: Brett Hetrick
Facsimile No.: 703-956-4751
Email: bhetrick@nvrinc.com

with a copy to: NVR, INC.
7501 Boulders View Drive, Suite 450
Richmond, VA 23225
Attn: David C. Branch and Jesse Faisant
Facsimile No.: 804-272-6623
Email: dbranch@nvrinc.com; jfaisant@nvrinc.com

with a copy to: NVR, INC.
4525 South Boulevard, #100
Virginia Beach, VA 23452
Attn: Annie Emison
Facsimile No.: 757-905-5281
Email: aemison@nvrinc.com

With a copy, by email only: to:
SHULMAN ROGERS, P.A.
12505 Park Potomac Avenue, Sixth Floor
Potomac, MD 20854
Attn: Lawrence M. Kramer and Sean P. Sherman
Facsimile No.: 301/230-2891
Email: NVR@shulmanrogers.com

**“Settlement Agent” or
“Title Company”:** NVR Settlement Services
3701 Pender Drive, Suite 210
Fairfax, VA 21075
Attention: Ali Miraminy
Phone: (703) 652-9703
Email: amiramin@nvrinc.com

Seller’s Broker: Divaris Real Estate, Inc.
200 South 10th Street, Suite 1010
Richmond, VA 23219
Attention: Debbie Wake
Phone: 804221-0894
EMAIL: dwake@divaris.com

Commonwealth: Commonwealth of Virginia

Virginia Code: Code of Virginia (1950), as amended

1.02 **Defined Terms.** Each capitalized term used but not otherwise defined in this Agreement has the meaning set forth in Section 1.01. If a conflict exists between Section 1.01 and the remaining provisions of this Agreement, the remaining provisions of this Agreement shall control.

1.03 **Rules of Construction.** The following rules shall apply to the construction and interpretation of this Agreement:

- (a) Singular words shall connote the plural number as well as the singular and vice versa,

and the masculine shall include the feminine and the neuter.

- (b) All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses in this Agreement.
- (c) The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

1.04 Exhibits. The following exhibits are incorporated into the terms of this Agreement by reference and made a part hereof:

Exhibit A	Property Description
Exhibit B	Permitted Exceptions
Exhibit C	Form of Deed
Exhibit D	Form of Owner's Affidavit
Exhibit E	Certificate of Insurance

ARTICLE II

PURCHASE AND SALE; DEPOSIT; BINDING EFFECT

2.01 Purchase and Sale. Subject to the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property for the Purchase Price, which shall be payable, less any deductions authorized by this Agreement, by wire transfer from Purchaser, delivered to the Settlement Agent and disbursed to Seller at Settlement.

2.02 Deposit. The initial Deposit of \$1,000,000 shall be delivered by Purchaser to Teresa Lupien, Divaris Real Estate, Inc., 4525 Main Street, Suite 900, Virginia Beach, VA 23463 ("**Escrow Agent**") within five (5) business days of the Effective Date, but in no event prior to Escrow Agent's execution of a copy of this Agreement, and deposited into Divaris Real Estate, Inc.'s escrow account. The second deposit installment of \$250,000.00 shall be delivered by Purchaser to Teresa Lupien at the above-referenced address within five (5) business days after the end of the Approvals Period. Upon default hereunder or upon any termination of this Agreement, the Deposit shall be paid to the person or entity entitled to them as provided in this Agreement.

- a. In the event of any dispute between Purchaser and Seller regarding the disbursement or disposition of the Deposit, or in the event Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent shall withhold such disbursement or disposition until otherwise instructed by both of the parties or until directed by a court of competent jurisdiction. Purchaser and Seller hereby jointly and severally agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with its performance under this Agreement. Purchaser and Seller hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its officers' or employees' acts of wanton or willful misconduct while performing as Escrow Agent. Notwithstanding the foregoing, until the expiration of the Study Period, Escrow Agent shall be obligated to return the Deposit to Purchaser upon the unilateral instructions of Purchaser following notice of Purchaser's termination of this Agreement pursuant to Section 3.02 below. Seller hereby releases Purchaser and Escrow Agent of any and all claims relative to the foregoing release of the Deposit.

This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent for the purposes of administering the Deposit and as otherwise provided in this Agreement. The parties agree to execute for the benefit of the Escrow Agent such additional escrow instructions as the Escrow Agent may require; provided, however, that such instructions will be construed as applying only to Escrow Agent's employment as escrow agent and will not alter the terms of this Agreement. As soon as practicable after the Effective Date of this Agreement, Seller will deposit a fully executed original or copy of this Agreement with the Escrow Agent.

2.03 Binding Effect. This Agreement, and any amendment hereto, shall not be in effect or binding until and unless (a) approved of the Governor pursuant to Chapter 836, Acts of Assembly (2017), Item C-41.10, and (b) executed by Seller. In the event that this Agreement shall not be approved by the Governor, neither party shall have any further obligations hereunder, except as specifically provided in this Agreement. Approval of this Agreement by the Governor shall not be deemed to be the final approval of the Governor for the sale of the Property as provided in Section 5.01.

ARTICLE III **DUE DILIGENCE, STUDY PERIOD, AND ACCESS**

3.01 Due Diligence Documents. Seller has previously assembled and subsequently updated and supplemented all non-privileged and non-confidential documents in Seller's possession to Seller's actual knowledge concerning the condition of the Property (the "**Due Diligence Documents**") and has made them available to Purchaser. Seller shall not be deemed to have made any representation or warranty with respect to the completeness, accuracy, or validity of any of the Due Diligence Documents, and Purchaser understands, acknowledges and agrees that any reliance by Purchaser or any other person on the Due Diligence Documents shall be at Purchaser's or such other person's sole risk.

3.02 Study Period; Approvals Period.

- (a) Inspections During the Study Period. Subject to the terms and conditions set forth in Section 3.03, Purchaser may perform any tests, inspections, and reviews Purchaser reasonably desires with respect to the Property (collectively the "**Inspections**") during the Study Period, at Purchaser's sole cost and expense. The Inspections may be ordered by Purchaser or Purchaser's agents, employees, contractors, consultants, invitees, representatives, successors, and assigns (each a "**Purchaser Party**," and collectively, the "**Purchaser Parties**"), and may include a standard ALTA commitment for owner's title insurance for the Property ("**Title Commitment**") and a survey of the Property ("**Purchaser's Survey**"). No later than thirty (30) days prior to the expiration of the Study Period, Purchaser shall provide Seller copies of any Title Commitment or Purchaser's Survey together with Purchaser's written notice of "Objections" (defined below).

If, during the Study Period Purchaser determines, in its sole discretion, that it is not satisfied with the Property in any respect, or if Purchaser otherwise elects to terminate this Agreement for any reason or no reason at all, then Purchaser may terminate this Agreement by giving Seller written notice prior to the expiration of the Study Period. If Purchaser timely and properly delivers a written notice of termination of this Agreement to Seller, the Deposit shall be promptly returned to Purchaser, and neither party shall have any further obligation or liability to the other except for any liabilities, obligations, or indemnities that survive the termination of this Agreement. If Purchaser fails to timely and properly deliver a written notice of termination of this

Agreement pursuant to this Section 3.02(a) to Seller, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.02(a).

(b) Title and Purchaser's Survey Objections.

- (i) Without limiting Purchaser's rights under Section 3.02(a), if Purchaser has objections to any of the exceptions set forth in the Title Commitment or to any matters shown on Purchaser's Survey ("**Objections**"), Purchaser shall provide written notice to Seller of such Objections no later than ten (10) days prior to the expiration of the Study Period. Any such exceptions or matters not so objected to by Purchaser shall be deemed approved.
- (ii) Seller shall have five business (5) days after receipt of Purchaser's Objections to give Purchaser notice that (A) Seller will attempt to cure the Objections, or (B) Seller elects not to cure the Objections. Seller's failure to provide notice to Purchaser as shall be deemed an election by Seller not to cure the Objections.
- (iii) If Seller is unable or unwilling to cure the Objections before the expiration of the Study Period, then Purchaser may either (A) terminate this Agreement by written notice delivered to Seller within five (5) business days after of the expiration of the Study Period, in which case the Deposit shall be promptly returned to Purchaser, and neither party shall have any further obligation or liability to the other except for any liabilities, obligations, or indemnities that survive the termination of this Agreement; or (B) waive the Objections. If Purchaser does not terminate this Agreement pursuant to the foregoing, all Objections that Seller does not agree to cure or is unable to cure shall be deemed waived and be deemed Permitted Exceptions.

(c) Legal Description. The legal description of the Property is attached hereto as Exhibit "A", subject to confirmation by the title insurance company in the commitment for title insurance.

(d) Approvals Period. Purchaser shall have until twelve (12) months following the end of the Study Period in which to obtain rezoning of the Property to any zoning permitting the Intended Use (the "Requested Zoning"), as well as any other governmental land use approvals required by the Locality for the Intended Use (collectively, the "Approvals"). Purchaser shall use good faith, diligent efforts to obtain the Approvals prior to the end of the Approvals Period. Seller shall reasonably assist Purchaser in obtaining the Approvals at no cost to Seller, including, but not limited to providing supporting documentation reasonably requested by Purchaser and in Seller's possession. Seller shall execute any application for an Approval upon request by Purchaser, provided such application shall state on its face that (i) property of the Commonwealth is not subject to local jurisdiction; (ii) Seller is executing the application solely for the benefit of Purchaser as prospective purchaser of the Property pursuant to this Agreement; and (iii) the Property shall not be deemed subject to local jurisdiction in the event that the Property is not conveyed to Purchaser. If Purchaser fails to obtain any of the Approvals during the Approvals Period, then Purchaser may terminate this Agreement within five (5) business days after the expiration of the Approvals Period. If Purchaser timely and properly delivers a written notice of termination of this Agreement to Seller, the Deposit shall be promptly returned to Purchaser, and neither party shall have any further obligation or liability to the other

except for any liabilities, obligations, or indemnities that survive the termination of this Agreement. If Purchaser fails to timely and properly deliver a written notice of termination of this Agreement pursuant to this Section 3.02(d) to Seller, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.02(d).

3.03 Purchaser's Access to Property During the Study Period.

- (a) Access License. Seller grants to Purchaser and the Purchaser Parties a license to enter upon the Property, pursuant to the terms of this Agreement, (the “**Access License**” and each use of the Access License, an event of “**Access**”) for the purpose of performing the Inspections. Purchaser shall give Seller, via email to Buddy.Goodwin@VDOT.Virginia.gov (or such other e-mail address as may be provided by Seller), two business (2) days' advance notice of each use of the Access License and the purpose of the Access. Without Seller's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, Purchaser shall not undertake any Inspections which would damage, penetrate, or mar improvements on the Property, in Seller's sole discretion. Notwithstanding any provision in this Agreement to the contrary, Purchaser shall have the right to conduct a “Phase II” environmental site assessment of the Property (“Phase II ESA”) with Seller's prior written consent. If Purchaser elects to conduct a Phase II ESA, Seller reserves the rights to: (i) review Purchaser's Phase II ESA plan prior to granting Purchaser access to conduct the Phase II ESA; (ii) split samples from the Phase II ESA with Purchaser; (iii) Purchaser to provide a copy of data from the Phase II ESA to Seller; and (iv) Seller shall have the right to review such data before Purchaser may provide any results to any Federal, State, or local regulatory agency. Use of this Access License and performance of the Inspections shall: (i) be at Purchaser's sole risk and expense; (ii) only occur during normal business hours; and (iii) be subject to all laws, statutes, governmental rules and/or regulations.
- (b) Damage and Restoration. Purchaser agrees to assume all liability for damages caused to the Property and for bodily harm (and death) caused by Purchaser or a Purchaser Party resulting or related in any matter whatsoever to the Access License, Access, or the Inspections. Upon completion of the Inspections and each event of Access, Purchaser shall promptly restore the Property to substantially the same condition that existed on the Effective Date.
- (c) Insurance. As a further condition of, and prior to, any Access onto the Property by Purchaser or a Purchaser Party, Purchaser must deliver and maintain insurance as shown on Purchaser's Certificate of Insurance attached hereto as Exhibit “E” evidencing the existence of commercial general liability insurance policies with aggregate coverage limits of at least Two Million and 00/100 Dollars (\$2,000,000.00) to cover negligence, personal injury, and bodily injury (including death), and property damage, naming Seller as additional insured, and issued by an insurer licensed to issue insurance in the Commonwealth. If the Certificate of Insurance expires by its terms prior to Settlement, Purchaser shall promptly provide to Seller a renewal or updated Certificate on the same terms.
- (d) Survival. The provisions of Sections 3.03(a) and 3.03(b) shall survive any termination of this Agreement and Settlement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

- (a) Authority. Subject to Section 5.01 of this Agreement, Seller has full power, authorization, and approval to enter into this Agreement and to carry out its obligations hereunder.
- (b) Litigation. To the best of Seller's knowledge, there is no litigation in existence or pending which would materially affect the title to the Property.
- (c) No Conflict. To the best of Seller's knowledge, neither the execution nor the delivery of this Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any terms and conditions of, or constitute a default under, any agreement, commitment, note, mortgage, lease, bond, license, permit, or other instrument or obligation by which Seller is bound.
- (d) Leases/Permits/Third Party Rights. To the best of Seller's knowledge, there are no written agreements, including, without limitation, any leases, occupancy agreements, rights of first refusal, options, or use permits, relating to the use of the Property by a third party, except for those matters of record in the chain of title to the Property.

4.02 Representations and Warranties of Purchaser. Purchaser represents and warrants that:

- (a) No Conflict. Neither the execution nor the delivery of this Agreement or the documents contemplated hereby, nor the consummation of the conveyance of the Property to Purchaser, will conflict with or cause a breach of any terms and conditions of, or constitute a default under, any agreement, commitment, note, mortgage, lease, bond, license, permit, or other instrument or obligation by which Purchaser is bound.
- (b) Authority. Purchaser (i) is duly organized, legally existing, and in good standing under the laws of the state of its formation; (ii) is qualified to transact business in the Commonwealth; and (iii) has all requisite power and authority to enter into this Agreement. Each person and/or entity signing this Agreement on behalf of Purchaser is authorized to bind Purchaser.
- (c) Solvency. Purchaser has or will have the funds necessary to carry out its obligations hereunder, including, but not limited to the payment of the Deposit and the Purchase Price and the payment of any deductibles under the insurance policies required in Section 3.03(c).

ARTICLE V
APPROVALS OF THE COMMONWEALTH;
CONVEYANCE AND SETTLEMENT

5.01 Approvals of the Commonwealth. Settlement under this Agreement and delivery of the Deed from Seller are subject to and contingent upon final written approval of the Governor, appended to and recorded

together with the Deed, and approval as to form of the Deed by the Office of the Attorney General. If the contingencies of this Section 5.01 are not satisfied, then the Deposit shall be promptly returned to Purchaser and neither party shall have any further obligation or liability to the other except for any liabilities, obligations, and indemnities that expressly survive the termination of this Agreement.

5.02 Purchaser Conditions to Closing. In addition to any other conditions precedent in favor of Purchaser as may be expressly set forth elsewhere in this Agreement, Purchaser's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 5.02 on or before the Settlement Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only, by written notice of such waiver from Purchaser to Seller.

- (a) All representations and warranties of Seller shall remain true, and Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.
- (b) There shall have been no material adverse change in the title to the Property from the end of the Study Period through the Closing Date.
- (c) The conditions set forth in this Section 5.02 are solely for the benefit of Purchaser and may be waived only by Purchaser. At all times Purchaser has the right to waive any condition by giving written notice of such waiver to Seller. Such waiver or waivers must be in writing to Seller.

5.03 Title. At Settlement, if Settlement occurs, Seller shall convey title to the Property by the Deed, subject only to the Permitted Exceptions.

5.04 Settlement. Settlement shall occur on the Settlement Date at the office of the Settlement Agent or such other date or place as may be mutually agreeable to Seller and Purchaser. Possession of the Property shall be transferred to Purchaser at Settlement.

5.05 Prorations; Settlement Costs. All expenses incurred by Purchaser in connection with the purchase of the Property, including without limitation, the cost of all Inspections (including without limitation Title Commitment and Purchaser's Survey), Purchaser's recordation costs, and Purchaser's attorneys' fees shall be borne by Purchaser. Utility charges, rents, and other apportionable items, if any, shall be prorated on the basis of a 365 day year through the day preceding the Settlement Date. Seller is exempt from real estate taxes and recordation costs. Real estate taxes, if any, shall be the responsibility of Purchaser from and after the Settlement Date.

5.06 Settlement Deliveries.

- (a) Seller's Deliveries. Seller shall deliver the following documents, executed by Seller, to Settlement Agent at Settlement:
 - (i) Its executed counterpart of The Deed;
 - (ii) An owner's affidavit in the form attached as **Exhibit D**, if necessary;
 - (iii) Its executed counterpart of a settlement statement prepared by the Settlement Agent reflecting the Purchase Price, all prorations and adjustments, and all costs of Settlement (the "**Settlement Statement**");

- (iv) All such other documents that are normally delivered at Settlement in the jurisdiction in which the Property is located or which are reasonably requested by the Settlement Agent, Purchaser, or Purchaser's counsel, in a form and substance satisfactory to Seller.
- (b) Purchaser's Deliveries. Purchaser shall deliver the following to Settlement Agent at Settlement:
 - (i) The Purchase Price;
 - (ii) Its executed counterpart of the Settlement Statement;
 - (iii) Evidence satisfactory to Title Company and Seller that Purchaser is duly formed and a validly existing entity in good standing under the laws of the Commonwealth; and that all actions taken by Purchaser under this Agreement, including but not limited to Settlement have been duly approved in accordance with applicable law and the terms of Purchaser's organizational documents;
 - (iv) All such other documents that are normally delivered at Settlement in the jurisdiction in which the Property is located or which are reasonably requested by the Settlement Agent, Seller, or Seller's counsel; and
 - (vi) Its executed counterpart of the Deed.

ARTICLE VI
RISK OF LOSS; CONDEMNATION; DEFAULT AND REMEDIES: INDEMNITY

6.01 Risk of Loss. All risk of loss or damage to the Property, or any part thereof, by fire or other casualty or cause shall remain upon Seller until Settlement.

6.02 Condemnation. In the event of condemnation or threat of condemnation of all or any part of the Property, prior to Settlement, Purchaser shall have the option, in its sole discretion, to (i) terminate this Agreement by giving Seller written notice within ten business (10) days (and if necessary, Settlement shall be extended to give Purchaser the full ten (10) business days to make such election) after Seller notifies Purchaser of a condemnation or threat thereof, and neither party shall have any further obligation or liability to the other except for any liabilities, obligations, and indemnities that expressly survive the termination of this Agreement, or (ii) proceed to Settlement without a decrease in the Purchase Price, conditioned upon any condemnation award being paid, credited, or assigned, in Seller's discretion, to Purchaser at Settlement.

6.03 Purchaser's Default and Remedies. Except as otherwise provided in this Agreement, if, prior to Settlement, Purchaser materially defaults in the performance of any of its obligations under this Agreement or materially breaches any covenants or representations in this Agreement, then, upon Purchaser's failure to cure such default within ten (10) days of written notice thereof, Seller's sole and exclusive remedy shall be to terminate the Agreement and receive the Deposit; provided, however, if Purchaser is unable to cure such default within ten (10) days and is diligently pursuing such cure, then such ten (10) day period shall be extended to thirty (30) days. Nothing set forth in this Section 6.03 shall be construed to limit Purchaser's indemnification obligations in Section 6.04 below.

6.04 Purchaser's Indemnity. Purchaser hereby agrees to indemnify, defend, and hold Seller; the Commonwealth and all of its agencies, departments, and institutions; and each of their respective employees,

agents, invitees, tenants, licensees, representatives, consultants, contractors, successors, and assigns (collectively, the “**Commonwealth Parties**”) harmless from and against any and all losses; damages; claims; demands; suits; actions; judgments; liabilities; fines; penalties; costs; and expenses, including but not limited to, costs and fees of attorneys, experts, and consultants in all tribunals and whether or not legal proceedings are commenced (collectively, “**Claims and Costs**”), arising out of, in connection with or in any manner related to any entry on the Property, including any Access, by Purchaser or any Purchaser Party, except to the extent of any Claims or Costs resulting from the negligence or willful misconduct of any Commonwealth Parties. Further, Purchaser hereby agrees to indemnify, defend, and hold the Commonwealth Parties harmless from and against any and all Claims and Costs arising in any manner whatsoever out of, in connection with, or relating to Purchaser’s (or Purchaser Party’s) breach of any of the covenants, agreements, representations, or warranties under this Agreement. Notwithstanding any other provision of this Agreement, the indemnifications in this Article shall survive Settlement or termination of this Agreement for any reason.

6.05 Seller’s Default and Remedies. If, prior to Settlement, Seller defaults in the performance of any of its material obligations under this Agreement or breaches any covenants or representations in this Agreement, then, upon Seller’s failure to cure such default within ten (10) days of written notice thereof, (a) Purchaser may terminate this Agreement, in which event all Earnest Money shall be refunded to Purchaser, or (b) Purchaser shall have the right to seek specific performance of this Agreement provided, however, if Seller is unable to cure such default within ten (10) days and is diligently pursuing such cure, then such ten (10) day period shall be extended to thirty (30) days.

ARTICLE VII **MISCELLANEOUS**

7.01 Survival. All representations, warranties, covenants, indemnities, remedies, and other provisions shall, except as otherwise provided herein to the contrary, survive the Settlement until the earlier to occur of (i) until observed, kept or performed, or (ii) the length of any applicable statute of limitations.

7.02 Notice.

- (a) Notice Deemed Given and Delivered; Effectiveness. All notices required or permitted under this Agreement are deemed to have been properly given and delivered, and are effective, at the time such notice is (i) deposited with a nationally recognized overnight delivery service using no more than two (2) business day delivery service or (ii) hand delivered, or (3) upon confirmation of email delivery, each method of delivery being addressed to the party’s address set forth in Section 1.01.
- (b) Notice Deemed Received; Time to Act. For any act that a party may or must take within a fixed period of time after having received notice required by this Agreement, such period begins (i) for notice sent by a nationally recognized overnight delivery service, on the earlier of the date of actual receipt or two (2) business days after deposit of the notice with such carrier, or (ii) for hand delivered notice, on the date of actual delivery to the recipient or on which such hand delivery is refused.
- (c) Notice Address. Each party to this Agreement shall notify the other party, in the manner provided above, of a new notice address. Unless and until such notice of new address is given, notices to a party hereto shall be sufficient if given to such party’s address as specified in Section 1.01. No party may use a United States Postal Service Post Office Box (“**PO Box**”) as its notice address, and no party has any obligation to send any notice required by this Agreement to a PO Box.

- (d) Actual Receipt. Where notice has been sent by an alternative method, the notice shall be effective, if actually received by the party or its appointed agent to whom the notice was addressed, as of the date of receipt.

7.03 Assignment. Purchaser may not assign this Agreement without the prior, written consent of Seller, which consent may be withheld in Seller's sole discretion. If consent is given, or if Purchaser assigns this Agreement without Seller's consent as permitted below in this paragraph, Purchaser shall nevertheless remain liable for performance hereunder. This Agreement shall be binding on the heirs, personal representatives, successors in interest, and permitted assigns of the parties. Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement at Closing, without Seller's written consent, but with prior written notice at least sixty (60) days prior to Closing, which written notice shall specify the party to whom the Agreement is to be assigned at Closing, to enable preparation and required approvals of the deed without causing delay of Closing. Any such assignment of this Agreement at Closing shall not create any conditions to Closing not otherwise set forth in this Agreement and shall not delay Closing.

7.04 Prior Agreements. This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, conditions, or statements, oral or written, not contained herein may be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the parties in the same manner as this Agreement.

7.05 Agents and Brokers. Purchaser and Seller each acknowledge and agree that Seller's Broker is representing Seller and is the sole broker procuring this transaction. Seller shall pay Seller's Broker any compensation pursuant to a separate written agreement between Seller and Seller's Broker, which shall be paid only if applicable under the separate written agreement and if Settlement occurs under this Agreement. Purchaser and Seller each represents and warrants to the other that it has not employed any broker, agent, or finder relating to this Agreement or the sale of the Property to the Purchaser, other than Seller's Broker. Further, Purchaser and Seller hereby acknowledge that the disclosures required pursuant to § 54.1-2138, et seq. of the Code of Virginia, and the provisions of 18 VAC 135-20-220 of the Virginia Real Estate Board have been provided by the Seller's Broker.

7.06 Applicable Law. This Agreement shall be governed by, and construed according to, the laws of the Commonwealth. The parties choose the City of Richmond, Virginia as the exclusive venue for any action instituted that relates to this Agreement.

7.07 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of Seller or the Commonwealth.

7.08 Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday, Sunday, or a legal federal or Commonwealth holiday, such performance is deemed to be required, and such notice, consent, or other communication is deemed to be given on the first business day following such Saturday, Sunday, or legal federal or Commonwealth holiday. Unless otherwise specified herein, all references herein to a "day" or "days" refer to calendar days and not business days. A "business day" means any day other than a Saturday, Sunday, or legal federal or Commonwealth holiday.

7.09 Presumptions; Independent Legal Counsel. This Agreement will be construed without regard to any presumption or other rule requiring construction against the party drafting the Agreement. No presumption is created in favor of or against Seller with respect to the interpretation of any term or provision hereof due to the fact that this Agreement may have been prepared by Seller or by the Office of the Attorney General of the Commonwealth. Purchaser acknowledges and understands that the Office of the Attorney

General of the Commonwealth, in preparing this Agreement, solely represents Seller. Purchaser acknowledges that Purchaser has had a chance to review this Agreement and has had an opportunity to engage and consult separate, independent legal counsel of Purchaser's own choice concerning the legal and other effects of the provisions of this Agreement, the rights and interests waived and granted hereunder, and all other matters pertaining hereto.

7.10 Counterparts. This Agreement may be executed in one (1) or more counterpart signature pages, each of which when executed and delivered must be an original, but all of which will constitute one in the same agreement. Execution of this Agreement at different times and in different places by the parties hereto does not affect its validity.

7.11 AS IS SALE; Purchaser's Reliance Upon Its Investigations. Except for Seller's representations and warranties in Section 4.01 of this Agreement, this sale is made and will be made without representation, covenant, or warranty of any kind (whether expressed, implied, or to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration of this Agreement, Purchaser agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Seller hereby disclaims, except Seller's Warranties. No representation or warranty, except for Seller's Warranties, is made by Seller as to fitness for any particular use, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, absences of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property, and that except for Seller's Warranties, Purchaser is not relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. The provisions of this Section 7.11 shall survive indefinitely Settlement or termination of this Agreement and shall not be merged into any closing documents.

[Signatures appear on the following pages]

Witness the following signatures:

PURCHASER: NVR, INC.

By: Brett Hetrick
Name: Brett Hetrick
Title: Area President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Fairfax, to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this 2 day of April 2025, by Brett Hetrick acting in his/her capacity as Area President of NVR, INC., on behalf of Purchaser.

My commission expires: 3/31/2027

My commission number: 8060868

Paria Ahmadi
Notary Public



Witness the following signatures:

PURCHASER: NVR, INC.

By: 

Name: Jesse Faisant

Title: Vice President

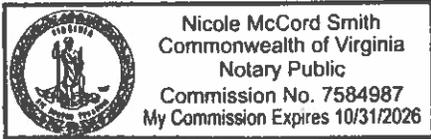
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Chesterfield, to wit:

- The foregoing Real Estate Sale Agreement was acknowledged before me this 7th day of April 2025, by Jesse Faisant acting in his/her capacity as Vice President of NVR, INC., on behalf of Purchaser.

My commission expires: 10/31/2026

My commission number: 7584987


Notary Public



Witness the following signatures:

PURCHASER: NVR, INC.

By: 
Name: Annie Emison
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Virginia Beach to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this 2 day of April 2025, by Annie Emison acting in his/her capacity as Vice President of NVR, INC., on behalf of Purchaser.

My commission expires: 6/30/28

My commission number: 0112673

ERIN RUTH DUPONT
NOTARY PUBLIC
REG. #8112673
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2028


Notary Public

Witness the following signatures:

PURCHASER: NVR, INC.

By: David C. Branch
Name: David C. Branch
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Chesterfield, to wit:

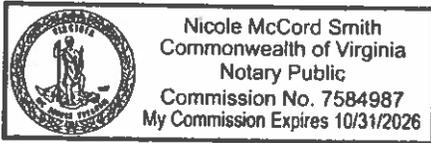
The foregoing Real Estate Sale Agreement was acknowledged before me this 7th day of April 2025, by David C. Branch acting in his/her capacity as Vice President of NVR, INC., on behalf of Purchaser.

My commission expires: 10/31/2026

My commission number: 7584987

NVR

Notary Public



SELLER: COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

By: *William C. Ferguson, P.E.*
William C. Ferguson, P.E.
Director of Capital Outlay and Facility Management

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this 30 day of April 2025, by William C. Ferguson, acting in his capacity as Director of Capital Outlay and Facility Management of the Commonwealth of Virginia, Department of Transportation, on behalf of Seller.

My commission expires: November 30, 2026

My commission number: 7794538



Huynh-Diem Kieu Pham
Notary Public

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

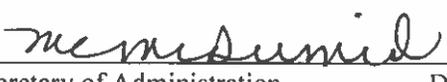
By: 
Senior Assistant Attorney General

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By: 
Title: Director

APPROVED BY THE GOVERNOR:

Pursuant to Chapter 836, Acts of Assembly (2017), Item C-41.10, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order No. 88 (01), dated December 21, 2001, I hereby approve this Real Estate Sale Agreement and the execution of this instrument.

 4/28/2025
Secretary of Administration Date

Escrow Agent is executing this Agreement to acknowledge the escrow provisions provided herein. Escrow Agent's execution is not required to create a binding agreement and is not essential to this Agreement becoming a bilateral agreement of Seller and Purchaser.

ESCROW AGENT

DIVARIS REAL ESTATE, INC.

By: 
Name: MICHAEL DIVARIS
Date: 4/16/25

EXHIBIT A

PROPERTY DESCRIPTION

All those certain lots, pieces or parcels of land with all improvements thereon and appurtenances thereunto belonging, lying and being in the City of Suffolk, Virginia, containing 88.463 acres, more or less, shown on that certain plat entitled "BOUNDARY SURVEY OF Tax Parcels 25-45A & 26E-F-G-PT-J Property of COMMONWEALTH OF VIRGINIA Located in the City of Suffolk, Virginia Suffolk Borough" drawn by Andrew T. Brady, LS, dated September 22, 2014.

Less and except that certain parcel of land containing 1.004 acres, more or less, and shown as "NOW OR FORMERLY PORTION OF COMMONWEALTH OF VIRGINIA (DB 156, PG 501) (DB 296, PG 663) ACCOUNT NO.: 253066200 TAX MAP NO.: 25*45A AREA = 43,744 SF OR 1.004 AC ZONED: GENERAL COMMERCIAL DISTRICT" on that certain plat entitled "BOUNDARY LINE ADJUSTMENT BETWEEN PROPERTY OF COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (D.B. 156, PG. 501) (D.B. 296, PG 663) AND ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SUFFOLK, VIRGINIA (INSTRUMENT #150067435, PG 1-8)" dated March 21, 2022, and drawn by Jeffrey J. Vierrether, L.S., of MSA, P.C., which parcel of land was conveyed to the Economic Development Authority of the City of Suffolk, by Deed dated July 14, 2023, recorded August 1, 2023 in the Clerk's Office of the City of Suffolk, Virginia, as Instrument No. 230007994, the property conveyed thereby being more specifically shown on Plat recorded August 1, 2023 in the aforesaid Clerk's Office as Instrument No. 230007993.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Those matters approved, deemed approved or waived by Purchaser in accordance with Section 3.02(b) hereof.
2. Any and all rights, privileges, covenants, easements, conditions, restrictions and agreements as are of record, insofar as they may be lawfully applicable to the Property and are not Objections pursuant to Section 3.02(b) hereof.
3. Any installations of utility lines and related facilities, whether or not pursuant to recorded utility easements, insofar as they are not Objections pursuant to Section 3.02(b) hereof.
4. Any and all prior grants, conveyances and/or reservations of the coal, oil, gas, including coal methane gas, stone, sand, minerals, and/or other subsurface rights or interests, as are of record, insofar as they may be lawfully applicable to the Property; and, to the extent of any such prior grants, conveyances and/or reservations of coal, oil, gas, including coal methane gas, stone, sand, minerals and/or other subsurface rights and interests therein, the same shall not be included with the Property.

EXHIBIT C

FORM OF DEED

This document prepared by: OFFICE OF THE ATTORNEY GENERAL

Consideration: \$ _____

Actual Value: \$ _____

Tax Map Parcels: _____

Title Company: _____

THIS DEED IS EXEMPT FROM GRANTOR'S TAX PURSUANT TO § 58.1-811(C)(4) OF THE CODE OF VIRGINIA (1950), AS AMENDED, AND (II) FROM THE PAYMENT OF CLERK'S FEES PURSUANT TO §§ 17.1-266 AND 17.1-279.E OF SAID CODE.

QUITCLAIM DEED

This QUITCLAIM DEED, dated the ____ day of _____ 20__, by and between the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION** (the "Grantor"), and _____, a _____ [*insert in BOLDED ALL CAPS the name of the Purchaser*] (the "Grantee"), recites and provides as follows:

WITNESSETH:

WHEREAS, the Commonwealth of Virginia (the "Commonwealth") owns certain real property, with improvements thereon, in the City of Suffolk, Virginia, being more particularly described in Schedule A, attached hereto and incorporated herein (the "**Property**"), which Property has been in the possession of Grantor, and

WHEREAS, pursuant to Chapter 836, Acts of Assembly (2017), Item C-41.10, Grantor has been authorized to market, sell and convey all or a portion of the Property.

NOW, THEREFORE WITNESSETH:

That for and in consideration of the sum of _____ Dollars (\$ _____), paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, and with authority of Chapter 836, Acts of Assembly (2017), Item C-41.10 and other applicable laws, the Grantor does hereby convey by QUITCLAIM unto the Grantee all of Grantor's right, title, and interest, if any, in and to the Property, being more particularly described as follows:

See attached "**Schedule A.**"

The Property is conveyed in its "**AS IS WHERE IS, WITH ALL FAULTS**" condition, without warranty or representation as to its acreage, boundary lines, condition, value, or permitted use, and without any warranty or representation with regard to the presence of any toxic or hazardous substances or materials of any nature (including but not limited to petroleum, lead, radon, asbestos or asbestos-containing materials).

This conveyance is made expressly subject to the exceptions set forth on the attached “**Schedule B**”.

This transaction has been approved by the Governor of Virginia, as evidenced by the following or attached approval, which is incorporated herein by reference. The recitals set forth in this Deed are incorporated herein by reference and made a part hereof.

[Signatures begin on next page.]

WITNESS the following signatures and seals:

GRANTOR: COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

By: _____
William C. Ferguson, P.E.
Director of Capital Outlay and Facility Management

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

The foregoing Quitclaim Deed was acknowledged before me in my jurisdiction aforesaid this _____ day of _____ 20____, by William C. Ferguson, P.E., acting in his capacity as Director of Capital Outlay and Facility Management of the Commonwealth of Virginia, Department of Transportation, on behalf of Grantor.

My commission expires: _____

My commission number: _____

Notary Public

OFFICE OF THE ATTORNEY GENERAL
Approved as to Form:

By: _____
Senior Assistant Attorney General

RECOMMEND APPROVAL:
DEPARTMENT OF GENERAL SERVICES

By: _____
Title: _____

APPROVAL BY THE GOVERNOR:

Pursuant to Chapter 836, Acts of Assembly (2017), Item C-41.10, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order No. 88 (01), dated December 21, 2001, I hereby approve the conveyance of the Property described in the attached or foregoing Quitclaim Deed, and the execution of this instrument.

Secretary of Administration Date

Witness the following signatures:

PURCHASER: NVR, INC.

By: _____
Name: Brett Hetrick
Title: Area President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this _____ day of _____ 2025, by Brett Hetrick acting in his/her capacity as Area President of NVR, INC., on behalf of Purchaser.

My commission expires: _____

My commission number: _____

Notary Public

Witness the following signatures:

PURCHASER: NVR, INC.

By: _____
Name: Jesse Faisant
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this _____ day of _____ 2025, by Jesse Faisant acting in his/her capacity as Vice President of NVR, INC., on behalf of Purchaser.

My commission expires: _____

My commission number: _____

Notary Public

Witness the following signatures:

PURCHASER: NVR, INC.

By: _____
Name: Annie Emison
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this _____ day of _____ 2025, by Annie Emison acting in his/her capacity as Vice President of NVR, INC., on behalf of Purchaser.

My commission expires: _____

My commission number: _____

Notary Public

Witness the following signatures:

PURCHASER: NVR, INC.

By: _____
Name: David C. Branch
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Real Estate Sale Agreement was acknowledged before me this _____ day of _____ 2025, by David C. Branch acting in his/her capacity as Vice President of NVR, INC., on behalf of Purchaser.

My commission expires: _____

My commission number: _____

Notary

Schedule A to Deed

Legal Description

[Legal description to be inserted during the Study Period.]

Schedule B to Deed

Exceptions

1. [Here insert all Permitted Exceptions.]
2. Any and all rights, privileges, covenants, easements, conditions, restrictions and agreements as are of record, insofar as they may be lawfully applicable to the Property.
3. Any installations of utility lines and related facilities, whether or not pursuant to recorded utility easements.
4. Any and all prior grants, conveyances and/or reservations of the coal, oil, gas, including coal methane gas, stone, sand, minerals, and/or other subsurface rights or interests, as are of record, insofar as they may be lawfully applicable to the Property; and, to the extent of any such prior grants, conveyances and/or reservations of coal, oil, gas, including coal methane gas, stone, sand, minerals and/or other subsurface rights and interests therein, the same shall not be included with the Property.

Schedule A-1 to Deed

[Attach Plat]

Schedule B-1 to Deed

[Attach Schedule B of Purchaser's Title Commitment]

EXHIBIT D

FORM OF OWNER'S AFFIDAVIT

TO: [Title company]
[Address]

RE: Conveyance of _____ acres, more or less, with the improvements thereon, located in the City of Suffolk, Virginia, more particularly shown on that plat entitled "_____" dated _____, 20__, and prepared by _____ (the "Property"), a copy of which is attached hereto as **Exhibit A**, from the Commonwealth of Virginia, Department of Transportation ("VDOT"), to _____, _____, a _____ ("Purchaser").

Commitment Number: _____ (the "Commitment"), of which a copy of Schedule B thereto is attached hereto as Exhibit B

OWNER'S AFFIDAVIT

The undersigned Director of VDOT hereby makes oath and states to the best of his knowledge, information, and belief as follows on behalf of VDOT:

1. There is no known agreement or contract for the sale or conveyance of the Property, except for that Real Estate Sale Agreement dated _____, 20__, between VDOT and Purchaser (the "RESA"), and no known deed or other writing in existence adversely affecting the title to the Property that is not of record;
2. The Commonwealth of Virginia (the "Commonwealth") is exempt from real estate taxes and assessments imposed by the City of Suffolk, Virginia as to the Property, with the exception of service charges imposed pursuant to Va. Code §58.1-3403, and, generally, property owned by the Commonwealth is not subject to the enforcement of liens based on sovereign immunity; and further VDOT has not received notice of any recent or planned improvements (such as street paving, sidewalks, etc.) that might result in a special assessment against the Property; and,
3. The Commonwealth has not entered into any agreement with any broker for the sale, purchase, lease, or mortgage of the Property except for "Seller's Broker" as that term is described in the RESA.
4. VDOT is the owner of the Property and has been the owner thereof for at least 123 days prior to the date hereof;
5. There has been no work, services, or labor performed or materials furnished in connection with repairs or improvements on the Property within 123 days prior to the date of this Owner's Affidavit; VDOT has no notice of any claim of any person against the Property; and the laws of the Commonwealth do not authorize the filing of a mechanics' or materials' lien against the Property;
6. There are no known adverse claims against the title to the Property that are not shown by the public records, except for any exceptions taken on Purchaser's Title Commitment attached

hereto as **Exhibit B**;

7. VDOT has done no act to adversely affect the title to the Property, except for matters of record as of the date hereof, and except for any exceptions taken on Purchaser's Title Commitment attached hereto as **Exhibit B**;

8. There are no known easements or claims of easements affecting the Property not shown by the public records, except for the utility lines serving the Premises, and any other such exceptions shown on **Exhibit A**; and

9. There are no known parties in possession of the Property except for VDOT and there are no known outstanding leases of the Property, or of any part thereof, as of the date hereof.

The undersigned states that he has read and understands the foregoing statements made on behalf of VDOT in this Owner's Affidavit.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

Name: William C. Ferguson, P.E.
Title: Director of Capital Outlay and Facility Management

COMMONWEALTH OF VIRGINIA
CITY of RICHMOND, to-wit:

The foregoing Affidavit was subscribed, sworn to and acknowledged before me this _____ day of _____ 20____, by William C. Ferguson, P.E., acting in his capacity as Director of Capital Outlay and Facility Management of the Commonwealth of Virginia, Department of Transportation, on behalf of the Department.

My commission expires: _____

My commission number: _____

Notary Public

Exhibit A to Owner's Affidavit

[Attach Purchaser's Plat]

Exhibit B to Owner's Affidavit

[Attach Schedule B to Purchaser's Title Commitment]

EXHIBIT E

PURCHASER'S CERTIFICATE OF INSURANCE

(exhibit appears on the following page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN101288850-NVR-PROD-25-26	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : Liberty Insurance Corporation	42404	INSURER C : Allied World Assurance Company (U.S.) Inc.	19489	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: CLE-007342022-01	REVISION NUMBER: 6
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR <input checked="" type="checkbox"/> \$1,000,000 SIR NY ONLY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			EB2-631-510577-015 GL - PREMISES	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ _____ \$ _____
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AS2-631-510577-045	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			03062342	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-63D-510577-035	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PRODUCTS LIABILITY \$1,000,000 SIR			EB2-631-510577-025 PRODUCTS/COMP OPS	01/01/2025	01/01/2026	OCCURRENCE 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commonwealth of Virginia, Department of Transportation is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation applies to general liability and workers compensation where required by written contract.

CERTIFICATE HOLDER Commonwealth of Virginia, Department of Transportation Attn: Director, Capital Outlay and Facility Management 1401 East Broad Street Richmond, VA 23219	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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