

## REAL ESTATE SALE CONTRACT

This REAL ESTATE SALE CONTRACT ("Contract") is made by and between **HOMELAND PG, LLC**, a Maryland limited liability company ("**Homeland PG**"), and **HOMELAND CC, LLC**, a Maryland limited liability company ("**Homeland CC**") (Homeland PG and Homeland CC are hereinafter referred to together as "**Seller**") and \_\_\_\_\_, a \_\_\_\_\_ limited liability company ("**Buyer**").

### 1. PROPERTY.

1.1 Homeland PG is the owner, in fee simple title, of a certain tract of land located on Route 210 in Charles County, Maryland, which tract (i) is identified as Parcel Nos. 0026, 0041, and 0158, and (ii) is generally delineated on the map attached hereto as Exhibit "A", together with all rights, privileges and appurtenances thereto (the "**Homeland PG Property**").

1.2 Homeland CC is the owner, in fee simple title, of a certain tract of land located on Route 210 in Charles County, Maryland, which tract (i) is identified as Parcel No. 0066 and 0067, and (ii) is generally delineated on the map attached hereto as Exhibit "B", together with all rights, privileges and appurtenances thereto (the "**Homeland CC Property**") (the Homeland PG Property and the Homeland CC Property are hereinafter referred to together as the "**Property**").

2. PURCHASE AND SALE. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. PURCHASE PRICE AND PAYMENT. The purchase price for the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and shall be paid in immediately available funds satisfactory to the Seller at Closing (as hereinafter defined), subject to any credits or adjustments pursuant to this Contract ("**Purchase Price**").

### 4. DEPOSIT.

4.1 Initial Deposit. As of the Effective Date (as hereinafter defined), Buyer has delivered the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "**Initial Deposit**") in readily available funds to A.J. Billig & Co. ("**Billig**"). Within one (1) business day of the Effective Date, Billig shall deliver the Initial Deposit to \_\_\_\_\_ ("**Settlement Agent**").

4.2 Additional Deposit; Deposit. Within three (3) business days of the Effective Date, Buyer shall deliver readily available additional funds to Settlement Agent in an amount sufficient to increase the amount of the Initial Deposit to a total of ten percent (10%) of the Purchase Price (the additional funds are referred to herein as the "**Additional Deposit**") (the Additional Deposit and the Initial Deposit are hereinafter referred to together as the "**Deposit**"). The Settlement Agent shall hold the Deposit in a non-interest bearing, FDIC insured account and shall distribute the Deposit as provided for in this Contract. The Deposit shall be credited against the Purchase Price at Closing. The Deposit shall be non-refundable to Buyer except in the event of a Seller default or any other express provision of this Contract entitling Buyer to a refund of the Deposit.

4.3 Exculpation of Settlement Agent. The Settlement Agent shall not be liable to either party for damages or otherwise for any action taken in good faith provided; however, that this release of liability shall not apply to the gross negligence of the Settlement Agent. In any legal action involving the Settlement Agent including interpleader action initiated by the Settlement Agent, all legal expenses reasonably incurred by the Settlement Agent including all discovery and appeals expenses shall be borne by the party against which final judgment is rendered or as otherwise ordered by the court.

5. CLOSING. Buyer agrees to purchase the Property at a single closing on August 31, 2018. As used herein, the term "**Closing**" shall mean the date the Property is conveyed to Buyer concurrently with the delivery of the Purchase Price to Seller. The Closing will be held at the office of Settlement Agent or such other

location designated by Seller. To the extent possible, Closing shall be conducted without personal attendance of the parties, but through an exchange of documents and funds in escrow with the Settlement Agent.

6. **NO FINANCING CONTINGENCY.** Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing.

7. **TITLE.**

7.1 **Title to be Conveyed.** At Closing, Seller shall convey the Property to Buyer by Special Warranty Deed ("**Deed**"), subject to the following exceptions: (i) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (ii) the exceptions set forth on Schedule B-Section II of the title commitment attached hereto as Exhibit "C"; (iii) matters that a survey would reveal; and (iv) applicable building codes, ordinances, subdivision ordinances and regulations of the governmental authorities ("**Permitted Exceptions**"). The Deed shall contain the "as-is" provisions similar to the provisions contained in Section 7.3 below.

7.2 **Title Policy.** At Closing Buyer shall be able to obtain, at Buyer's sole cost and expense, an Owner's Title Insurance Policy with the standard exceptions deleted subject only to the Permitted Exceptions (the "**Title Policy**") for the Property.

7.3 **"AS-IS" CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES:**

(i) **THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN AND EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO BE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING, NEITHER SELLER NOR ANY AGENT, EMPLOYEE, ATTORNEY, CONTRACTOR OR REPRESENTATIVE OF SELLER HAS MADE ANY, AND SELLER SPECIFICALLY DISCLAIMS ANY, REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS CONTRACT OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL NATURE OR CONDITION OF THE PROPERTY, ACCESS THERETO OR TO ANY UTILITY FACILITY SERVICING THE PROPERTY, ITS SIZE, ANY PERMITS NECESSARY TO ITS USE OR DEVELOPMENT, ITS ZONING, COMPLIANCE OR LACK THEREOF WITH ANY PROFFERS OR CONTRACT TERMS UNDER THE WATER AND SEWER AGREEMENT, AVAILABLE UTILITY SERVICES, WATER, SANITARY OR STORM SEWER CAPACITY OR AVAILABILITY TO OR ON THE PROPERTY OR THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY LAWS OR REGULATIONS PROMULGATED BY ANY GOVERNMENTAL AUTHORITY;**

(ii) **THAT IN EXECUTING, DELIVERING, OR PERFORMING UNDER THIS CONTRACT, BUYER DOES NOT RELY UPON ANY ORAL STATEMENT TO WHOMSOEVER GIVEN, DIRECTLY OR INDIRECTLY, BY SELLER OR ANY AGENT, EMPLOYEE, ATTORNEY, CONTRACTOR, OR OTHER REPRESENTATIVE OF SELLER;**

(iii) **THAT BUYER HAD AMPLE OPPORTUNITY TO CONDUCT ALL INSPECTIONS, ENGINEERING STUDIES, SOIL TESTS, ENVIRONMENTAL STUDIES, REPORTS, FEASIBILITY STUDIES, REVIEWS AND EXAMINATIONS OF THE PROPERTY, AND OTHER MATTERS RELEVANT TO THE PROPERTY AS DEEMED NECESSARY OR DESIRABLE BY BUYER;**

(iv) **THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN AND EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO BE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING, BUYER WILL RELY SOLELY UPON ITS OWN INSPECTIONS, ENGINEERING STUDIES, SOIL TESTS, FOUNDATION DESIGNS, ENVIRONMENTAL STUDIES, REVIEWS AND**

**EXAMINATIONS OF THE PROPERTY, AND OTHER MATTERS RELEVANT TO THE PROPERTY IN MAKING THE DECISION TO PURCHASE THE PROPERTY;**

(v) **TO TAKE THE PROPERTY IN ITS CURRENT PHYSICAL CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS ON THE CLOSING DATE, WITHOUT ANY REPRESENTATION OR WARRANTY EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO BE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING;**

(vi) **THAT SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO AVAILABILITY, CAPACITY, LOCATION AND/OR CONDITION OF ANY UTILITIES OR THE CONDITION OR CONTINUED MAINTENANCE OF ACCESS ROADS TO ANY UTILITY FACILITY WHICH MAY AFFECT THE DEVELOPMENT OR USE OF THE PROPERTY;**

(vii) **THAT THE PURCHASE PRICE OF THE PROPERTY REFLECTS ITS EXISTING CONDITION ON THE DATE OF THE CLOSING; AND**

(viii) **THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS CONTRACT, AND SHALL ALSO BE REFERRED TO IN THE DEED TO BE DELIVERED BY SELLER TO BUYER AT THE CLOSING.**

**8. REPRESENTATIONS.**

8.1 **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing as follows:

8.1.1 **Authority.** Seller is a limited liability company in good standing in the State of Maryland and has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms.

8.1.2 **No Legal Bar.** The execution by Seller of this Contract and the consummation by Seller of this transaction hereby contemplated does not, and will not (i) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, or (ii) to Seller's actual knowledge, constitute a violation of any governmental requirement.

8.1.3 **Patriot Act Compliance.** Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by law or that the transaction or this Contract is or will be in violation of law.

8.1.4 **Title.** To Seller's knowledge, title to the Property is free and clear of all liens, claims, encumbrances and restrictions except those which are filed of record against the Property.

8.1.5 **Liens**. To Seller's knowledge, no labor has been performed or material furnished to the Property for which Seller has not heretofore fully paid or will pay in the ordinary course of Seller's business.

8.1.6 **Litigation**. To Seller's knowledge, Seller has not received written notice of any pending or threatened litigation against the Property or any pending or threatened condemnation, federal forfeiture action or similar proceeding affecting the Property.

8.1.7 **No Contrary Property Rights**. No third party has an option to purchase, right of first refusal or right of first offer with respect to all or a portion of the Property and Seller has not entered into any other contracts for the sale of all or any portion of the Property with any third party.

8.1.8 **No Hazardous Material**. To Seller's knowledge, no portion of the Property has ever been used by Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of hazardous material, whether used in construction or stored on the Property, and Seller has not received a summons, citation, directive, letter or other written communication from any Governmental Authority concerning any intentional or unintentional action or omission which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous material on the Property. The term "hazardous material" as used in this Contract means any flammable or explosive materials, petroleum or petroleum products, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable governmental law or regulations.

8.1.9 **Foreign Person**. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended and applicable regulations.

As used herein, "to Seller's knowledge" shall mean the knowledge of Steve Collins, whom Seller has reasonably determined is the person most knowledgeable within Seller's organization concerning the Property and the matters that are the subject of representations, disclosures and other statements qualified by reference to Seller's knowledge. The identification of specific individuals in this subsection is solely for definitional and reference purposes and the parties agree that no such individual shall have any personal liability whatsoever arising from the use of such individual's name in this subsection.

8.2 **Buyer's Representations and Warranties**. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing the following:

8.2.1 **Authority**. Buyer is a \_\_\_\_\_ and has the requisite power and authority to enter into this Contract and perform its obligations hereunder. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction contemplated by this Contract are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

8.2.2 **No Legal Bar**. The execution by Buyer of this Contract and the consummation by Buyer of this transaction hereby contemplated does not and will not (i) result in a breach of or default under any indenture, agreement, instrument or obligation to which Buyer is a party, or (ii) to the best of Buyer's actual knowledge, constitute a violation of any material governmental requirement applicable to Buyer.

8.2.3 **Solvency**. Buyer and any entity or person that owns or controls Buyer are not bankrupt or insolvent under any applicable federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and have not been threatened by creditors with an involuntary application of any applicable bankruptcy, receivership or creditor protection statute. Buyer is not entering into this Contract with the intent to defraud any creditor or to prefer the rights of one creditor over any

other. The parties have negotiated this Contract at arms-length and the consideration paid presents fair value for the assets being acquired hereunder.

8.2.4 **Patriot Act Compliance.** Neither Buyer, nor any person, group, entity or nation that Buyer is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Buyer is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Buyer is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by law or that the transaction or this Contract is or will be in violation of law.

8.3 **Duty to Disclose.** Seller and Buyer shall disclose to the other in writing any conditions or events that arise or occur subsequent to the Effective Date, that become known to Seller or Buyer, as the case may be, and which contradict or modify any representation of such party set forth herein.

10. **INTENTIONALLY OMITTED.**

11. **CLOSING PROCEDURES.** At Closing:

11.1 **Deed.** Seller shall deliver to Buyer the Deed to the Property.

11.2 **Payment of Funds.** Buyer shall pay to Seller the Purchase Price in immediately available good funds satisfactory to Seller.

11.3 **Taxes.** Real estate taxes and assessments for the Property shall be prorated as of the Closing, based on the most current available information. If, however, after Closing the real estate taxes for the year covered by the apportionment are later determined to be higher or lower than those that are apportioned, an adjustment shall be made between Seller and Buyer. Seller shall be responsible for the State Agricultural Land Transfer Tax as set forth in Section 13 below.

11.4 **Non-Foreign Affidavit.** Seller shall deliver to Buyer in accordance with Section 1445 of the Internal Revenue Code and regulations promulgated thereunder an affidavit by the Seller stating, under penalty of perjury, the Seller's United States taxpayer identification number and that the Seller is not a foreign person as defined by I.R.C. 1445(f)(3).

11.5 **Possession.** Possession of the Property will be delivered to Buyer at Closing.

11.6 **Buyer's Closing Costs.** At Closing, Buyer shall pay for the cost of: (i) prorated real estate taxes; (ii) prorated maintenance charges, standby fees and applicable assessments levied on the Property by any governmental authority; (iii) premiums for any title policy; (iv) the escrow fees charged by the Settlement Agent, if any; (v) Buyer's attorney fees; (vi) the cost of recording the Deed; and (vii) ½ transfer and recordation taxes.

11.7 **Seller's Closing Costs.** At Closing, Seller shall pay for the cost of: (i) preparation of releases of liens for the Property, if any; (ii) prorated real estate taxes; (iii) prorated maintenance charges, standby fees and applicable assessments levied on the Property by any governmental authority; and (iv) ½ transfer and recordation taxes.

11.8 **Corrective Documents.** Documentation required to clear title to the Property of all unpermitted liens, encumbrances and exceptions, if any, and such other reasonable documents duly executed in recordable form as are contemplated herein or reasonably required from Seller or Title Company to consummate the Closing, and delete all standard title exceptions.

12. **CONDEMNATION.** In the event that prior to Closing, all or any portion of the Property, or any rights or easements therein shall be taken by condemnation or rights of eminent domain, Buyer shall, within fifteen (15) days after having received notice thereof from Seller, elect in writing to either: (a) continue this Contract in full force and effect, notwithstanding such taking or threatened taking, in which case Buyer shall be required to continue the purchase of the Property and the Purchase Price shall not be reduced but Buyer shall be entitled to the condemnation proceeds directly attributable to the Property; or (b) terminate this Contract, whereupon the Deposit shall be returned to Buyer. Failure of Buyer to make a written election as aforesaid shall constitute an election to continue this Contract in effect.

13. **STATE AGRICULTURAL LAND TRANSFER TAX.** Seller hereby notifies Buyer that the transfer of the Lots to Buyer is not subject to the State Agricultural Land Transfer Tax imposed by Section 13-308 of the Tax-Property Article of the Annotated Code of Maryland, as amended. In the event the Lots are subject, then Seller shall be responsible. This provision shall survive Closing.

14. **REAL ESTATE COMMISSION.** Seller and Buyer each warrant to each other that neither has dealt with any agent, broker or finder with respect to the transaction contemplated by this Contract with the exception of Enterprise Realty Services and A.J. Billig & Co., whose commissions or fees shall be paid by Seller pursuant to separate agreements, and Seller shall defend, indemnify and hold Buyer harmless with respect thereto. In the event that any claim for commission or finder's fees is brought by any other person or entity as a consequence of the transaction contemplated hereby as a result of any action or omission of either Seller or Buyer, Seller or Buyer, as the case may be, shall hold harmless the other party against loss, costs and reasonable attorney's fees arising as the consequence of the claim for the commission or fee. The provisions of this Section 14 shall survive the Closing and/or termination of this Contract.

15. **DEFAULT.**

15.1 **Buyer's Default / Seller's Remedies.** In the event Buyer breaches any representation or covenant of Buyer contained herein or otherwise fails to fulfill any of its obligations hereunder, and such breach or failure continues for three (3) days following notice thereof in writing from Seller to Buyer (except in the case of failure to post any portion of the Deposit or to deliver the Purchase Price at Closing, in which event no notice or opportunity to cure will be provided to Buyer), then Buyer will be in default under this Contract and Seller may, as its sole and exclusive remedy for such default, terminate this Contract, whereupon the Seller shall be entitled to the Deposit as liquidated damages. Buyer and Seller acknowledge and agree that the Deposit is a fair and reasonable estimate of the damages that Seller may incur due to said default and each party acknowledges that such damages would be impractical if not impossible to calculate and determine. Seller hereby waives all other remedies with respect to said default, including, without limitation, the right to enforce specific performance of this Contract or collect damages, whether direct, actual, special, or consequential or otherwise. Notwithstanding the foregoing, Seller shall be entitled to recover actual damages (but not special, exemplary or punitive damages) incurred due to Buyer's breach of any representation, warranty, covenant, agreement or indemnity which survives the Closing or termination of this Contract.

15.2 **Seller's Default / Buyer's Remedies.** In the event Seller breaches any representation or covenant of Seller contained herein or otherwise fails to fulfill any of its obligations hereunder, and such breach or failure continues for three (3) days following notice thereof in writing from Buyer to Seller, then Seller will be in default under this Contract and Buyer may as its sole and exclusive remedy, either: (i) terminate this Contract, whereupon the Deposit shall be refunded to Buyer; or (ii) enforce specific performance of this Contract. Buyer hereby waives all other remedies with respect to said default, including, without limitation, the right to collect damages, whether direct, actual, special, or consequential or otherwise. Notwithstanding the foregoing, Buyer shall be entitled to recover actual damages (but not special, exemplary or punitive damages) incurred due to

Seller's breach of any representation, warranty, covenant, agreement or indemnity which survives the Closing or termination of this Contract.

16. **NOTICES.** Any notice or other communication to be given or served upon any party hereto in connection with this Contract must be in writing, and shall be delivered (i) in person or via courier, (ii) by email (with a copy following in the United States mail or by other means of delivery permitted herein), (iii) overnight delivery service (including FedEx), or (iv) by certified mail, return receipt requested. If such notice is given in person, via courier or via email, such notice will be deemed to have been received, on the earlier of, when actually received, when delivered to the street address set forth below or when sent to the email address set forth below. If such notice is given by overnight delivery service, such notice will be deemed received one business day after the notice is delivered to the overnight delivery service. If such notice is given by certified mail, such notice will be deemed received 3 days after a certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Any notice, however delivered, that is confirmed or acknowledged (excluding any automatically generated electronic acknowledgment) by a party below to have been received by such party is effective notice. Notice will go to the parties at the following addresses:

**If to Seller:**

Homeland PG, LLC  
Homeland CC, LLC  
9302 Lee Highway, Suite 1000  
Fairfax, VA 22031  
Attention: David C. DeMarco  
Telephone: 703-273-1840  
Email: [David.demarco@pultegroup.com](mailto:David.demarco@pultegroup.com)

**with a copy to:**

Homeland PG, LLC  
Homeland CC, LLC  
9302 Lee Highway, Suite 1000  
Fairfax, VA 22031  
Attention: Sheila R. Novak, Esq.  
Telephone: 703-934-9382  
Email: [Sheila.novak@pultegroup.com](mailto:Sheila.novak@pultegroup.com)

**with a copy to:**

Eric Hoffman, Esq.  
Email: [eric.hoffman@pultegroup.com](mailto:eric.hoffman@pultegroup.com)

**If to Buyer:**

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**If to Settlement Agent:**

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Any party may change its address, email address or telephone number for the purpose of this paragraph by giving written notice of such change to each of the other parties in the manner herein provided. To be effective, such notice of change must expressly state that it is given for the purpose of changing the notice provisions of this Contract.

17. **MISCELLANEOUS.**

17.1 **Assignment.** Buyer may not assign its interest in this Contract without the prior written consent of the Seller. Seller may assign this Contract to an affiliate or related entity of Seller, without the prior written consent of Buyer. The terms of the Contract shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

17.2 **Survival.** The covenants, agreements, representations, warranties and indemnities contained in this Contract shall survive Closing and the termination of this Contract and shall not be merged into the Deed.

17.3 **Dates.** Any time period provided for in this Contract, which ends on a Saturday, Sunday, or U.S. legal holiday shall extend to 5:00 p.m. on the next day which is not a Saturday, Sunday or U.S. legal holiday.

17.4 **No Recordation or Encumbrance.** Buyer shall not file this Contract or any memorandum of summary thereof of record without the prior written consent of Seller. In addition, Buyer shall not create or attempt to create against any portion of the Property any lien or other encumbrance until after Buyer acquires fee simple title to the Property.

17.5 **Exclusivity.** PulteGroup, Inc., a Michigan corporation, is not a party to this Contract and Buyer acknowledges and agrees that PulteGroup, Inc. will have no obligation or liability hereunder.

17.6 **Entire Contract; Execution.** This Contract embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties. This Contract may be executed in two (2) or more counterparts, all of which together shall constitute but one and the same Contract. Facsimile or electronic mail signatures shall have the same effect as original signatures.

17.7 **Attorneys' Fees.** If any legal suit, action, proceeding or arbitration is commenced by any party to enforce any provision of this Contract, the losing party will pay to the prevailing party all actual expenses incurred by the prevailing party, including costs, expenses and reasonable attorneys' fees. The prevailing party is the party who receives substantially the relief sought whether by judgment, summary judgment, dismissal, settlement or otherwise. In any suit, action, proceeding or arbitration primarily for the recovery of monetary damages, the award of reasonable attorneys' fees may not exceed the monetary damages awarded. This provision shall survive termination of this Contract and the execution and delivery of the Deed.

17.8 **Effective Date.** The term "Effective Date" as used herein shall mean the later date on which Seller or Buyer executes this Contract below.

17.9 **No Construction Until Conveyance.** Buyer will not commence construction on or deliver or cause to be delivered construction or any other materials to the Property until after Closing.

17.10 **No Liens.** Buyer shall not create against or upon the Property, any lien or other encumbrance superior to the rights of Seller under this Contract.

17.11 **Governing Law.** This Contract shall be interpreted in accordance with the laws of the state in which the Property is located, both substantive and remedial.

17.12 **Construction of Contract.** All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

17.13 **Waiver of Jury Trial.** TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THIS



CONTRACT OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THIS CONTRACT.

17.14. **No Waiver.** The failure of any party to enforce any provision of this Contract shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Contract or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Contract shall be held to constitute a waiver of any other or subsequent breach.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**SELLER:**

**HOMELAND PG, LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HOMELAND CC, LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the sole purpose of acknowledging and agreeing  
to the terms of Section 4:**

**SETTLEMENT AGENT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Homeland PG Property**

**See Attached**

Real Property Data Search

Search Result for CHARLES COUNTY

View Map		View GroundRent Redemption			View GroundRent Registration				
<b>Account Identifier:</b>		District - 07 Account Number - 011504							
Owner Information									
<b>Owner Name:</b>		HOMELAND PG LLC			<b>Use:</b>		RESIDENTIAL		
<b>Mailing Address:</b>		9302 LEE HIGHWAY STE 1000 FAIRFAX VA 22031-			<b>Principal Residence:</b>		NO		
					<b>Deed Reference:</b>		/05602/ 00112		
Location & Structure Information									
<b>Premises Address:</b>					<b>Legal Description:</b>		20.8278 AC S SI RT 210 AT CO LINE		
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>	<b>Assessment Year:</b>	<b>Plat No:</b>
0006	0019	0026		0000				2017	Plat Ref:
<b>Special Tax Areas:</b>					<b>Town:</b>		NONE		
					<b>Ad Valorem:</b>				
					<b>Tax Class:</b>				
<b>Primary Structure Built</b>		<b>Above Grade Living Area</b>		<b>Finished Basement Area</b>		<b>Property Land Area</b>		<b>County Use</b>	
						20.8200 AC			
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage</b>	<b>Last Major Renovation</b>			
Value Information									
		<b>Base Value</b>		<b>Value</b>		<b>Phase-in Assessments</b>			
				As of		As of		As of	
				01/01/2017		07/01/2017		07/01/2018	
<b>Land:</b>		365,700		648,200					
<b>Improvements</b>		0		0					
<b>Total:</b>		365,700		648,200		459,867		554,033	
<b>Preferential Land:</b>		0						0	
Transfer Information									
<b>Seller:</b> VOX III LLC				<b>Date:</b> 12/16/2005		<b>Price:</b> \$0			
<b>Type:</b> NON-ARMS LENGTH OTHER				<b>Deed1:</b> /05602/ 00112		<b>Deed2:</b>			
<b>Seller:</b> BELL, LOUIS H				<b>Date:</b> 12/11/2002		<b>Price:</b> \$1,000,000			
<b>Type:</b> ARMS LENGTH MULTIPLE				<b>Deed1:</b> /03814/ 00379		<b>Deed2:</b>			
<b>Seller:</b>				<b>Date:</b>		<b>Price:</b>			
<b>Type:</b>				<b>Deed1:</b>		<b>Deed2:</b>			
Exemption Information									
<b>Partial Exempt Assessments:</b>		<b>Class</b>		07/01/2017		07/01/2018			
<b>County:</b>		000		0.00					
<b>State:</b>		000		0.00					
<b>Municipal:</b>		000		0.00 0.00		0.00 0.00			
<b>Tax Exempt:</b>				<b>Special Tax Recapture:</b>					
<b>Exempt Class:</b>				NONE					
Homestead Application Information									
<b>Homestead Application Status:</b> No Application									
Homeowners' Tax Credit Application Information									
<b>Homeowners' Tax Credit Application Status:</b> No Application					<b>Date:</b>				

Real Property Data Search

Search Result for CHARLES COUNTY

<a href="#">View Map</a>		<a href="#">View GroundRent Redemption</a>			<a href="#">View GroundRent Registration</a>				
<b>Account Identifier:</b>		<b>District - 07 Account Number - 017308</b>							
Owner Information									
<b>Owner Name:</b>		HOMELAND PG LLC			<b>Use:</b>		RESIDENTIAL		
<b>Mailing Address:</b>		9302 LEE HIGHWAY STE 1000 FAIRFAX VA 22031-			<b>Principal Residence:</b>		NO		
					<b>Deed Reference:</b>		/05602/ 00112		
Location & Structure Information									
<b>Premises Address:</b>					<b>Legal Description:</b>		3.7271 AC RT 210 BRYANS RD P G CO		
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>	<b>Assessment Year:</b>	<b>Plat No:</b>
0006	0013	0041		0000				2017	<b>Plat Ref:</b>
<b>Special Tax Areas:</b>					<b>Town:</b>		NONE		
					<b>Ad Valorem:</b>				
					<b>Tax Class:</b>				
<b>Primary Structure Built</b>		<b>Above Grade Living Area</b>		<b>Finished Basement Area</b>		<b>Property Land Area</b>		<b>County Use</b>	
						3.7200 AC			
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage</b>	<b>Last Major Renovation</b>			
Value Information									
		<b>Base Value</b>		<b>Value</b>		<b>Phase-in Assessments</b>			
				As of		As of		As of	
				01/01/2017		07/01/2017		07/01/2018	
<b>Land:</b>		88,800		78,800					
<b>Improvements</b>		0		0					
<b>Total:</b>		88,800		78,800		78,800		78,800	
<b>Preferential Land:</b>		0						0	
Transfer Information									
<b>Seller:</b> VOX III LLC				<b>Date:</b> 12/16/2005		<b>Price:</b> \$0			
<b>Type:</b> NON-ARMS LENGTH OTHER				<b>Deed1:</b> /05602/ 00112		<b>Deed2:</b>			
<b>Seller:</b> BYNUM, ESTHER V				<b>Date:</b> 03/26/2004		<b>Price:</b> \$300,000			
<b>Type:</b> ARMS LENGTH MULTIPLE				<b>Deed1:</b> /04649/ 00065		<b>Deed2:</b>			
<b>Seller:</b> YATES, VERSTELLA B				<b>Date:</b> 05/24/1988		<b>Price:</b> \$60,000			
<b>Type:</b> ARMS LENGTH IMPROVED				<b>Deed1:</b> /01295/ 00225		<b>Deed2:</b>			
Exemption Information									
<b>Partial Exempt Assessments:</b>		<b>Class</b>		07/01/2017		07/01/2018			
<b>County:</b>		000		0.00					
<b>State:</b>		000		0.00					
<b>Municipal:</b>		000		0.00 0.00		0.00 0.00			
<b>Tax Exempt:</b>				<b>Special Tax Recapture:</b>					
<b>Exempt Class:</b>				NONE					
Homestead Application Information									
<b>Homestead Application Status:</b> No Application									
Homeowners' Tax Credit Application Information									
<b>Homeowners' Tax Credit Application Status:</b> No Application					<b>Date:</b>				

Real Property Data Search

Search Result for CHARLES COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
<b>Account Identifier:</b>		<b>District - 07 Account Number - 011474</b>								
Owner Information										
<b>Owner Name:</b>		HOMELAND PG LLC				<b>Use:</b>		RESIDENTIAL		
<b>Mailing Address:</b>		9302 LEE HIGHWAY STE 1000 FAIRFAX VA 22031-				<b>Principal Residence:</b>		NO		
						<b>Deed Reference:</b>		/05602/ 00112		
Location & Structure Information										
<b>Premises Address:</b>					<b>Legal Description:</b>			L 123 B 4 S 2		
								INDIAN HD MANOR SUB		
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>	<b>Assessment Year:</b>	<b>Plat No:</b>	<b>6</b>
0006	0013	0158		7369	2	4	123	2017		107
									<b>Plat Ref:</b>	
<b>Special Tax Areas:</b>					<b>Town:</b>		NONE			
					<b>Ad Valorem:</b>					
					<b>Tax Class:</b>					
<b>Primary Structure Built</b>		<b>Above Grade Living Area</b>		<b>Finished Basement Area</b>		<b>Property Land Area</b>		<b>County Use</b>		
						12,196 SF				
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage</b>	<b>Last Major Renovation</b>				
Value Information										
			<b>Base Value</b>	<b>Value</b>	<b>Phase-in Assessments</b>					
				As of	As of		As of			
				01/01/2017	07/01/2017		07/01/2018			
<b>Land:</b>			60,200	52,200						
<b>Improvements</b>			0	0						
<b>Total:</b>			60,200	52,200	52,200		52,200			
<b>Preferential Land:</b>			0		0					
Transfer Information										
<b>Seller:</b> VOX III LLC				<b>Date:</b> 12/16/2005				<b>Price:</b> \$0		
<b>Type:</b> NON-ARMS LENGTH OTHER				<b>Deed1:</b> /05602/ 00112				<b>Deed2:</b>		
<b>Seller:</b> BELL, LOUIS H				<b>Date:</b> 12/11/2002				<b>Price:</b> \$1,000,000		
<b>Type:</b> ARMS LENGTH MULTIPLE				<b>Deed1:</b> /03814/ 00379				<b>Deed2:</b>		
<b>Seller:</b>				<b>Date:</b>				<b>Price:</b>		
<b>Type:</b>				<b>Deed1:</b>				<b>Deed2:</b>		
Exemption Information										
<b>Partial Exempt Assessments:</b>		<b>Class</b>			07/01/2017		07/01/2018			
<b>County:</b>		000			0.00					
<b>State:</b>		000			0.00					
<b>Municipal:</b>		000			0.00 0.00		0.00 0.00			
<b>Tax Exempt:</b>				<b>Special Tax Recapture:</b>						
<b>Exempt Class:</b>				NONE						
Homestead Application Information										
<b>Homestead Application Status:</b> No Application										
Homeowners' Tax Credit Application Information										
<b>Homeowners' Tax Credit Application Status:</b> No Application						<b>Date:</b>				

**EXHIBIT "B"**

**Description of Homeland CC Property**

**See Attached**

## Real Property Data Search

## Search Result for CHARLES COUNTY

View Map		View GroundRent Redemption				View GroundRent Registration				
<b>Account Identifier:</b>		<b>District - 07 Account Number - 021402</b>								
Owner Information										
<b>Owner Name:</b>		HOMELAND CC LLC				<b>Use:</b>		RESIDENTIAL		
<b>Mailing Address:</b>		9302 LEE HWY STE 1000 FAIRFAX VA 22031-6052				<b>Principal Residence:</b>		NO		
						<b>Deed Reference:</b>		/05954/ 00188		
Location & Structure Information										
<b>Premises Address:</b>					<b>Legal Description:</b>			PARCEL III-31.833 AC E RT 210 N BILLINGSLEY		
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>	<b>Assessment Year:</b>	<b>Plat No:</b>	0
0006	0019	0066		0000				2017	<b>Plat Ref:</b>	0056/ 0278
<b>Special Tax Areas:</b>					<b>Town:</b>		NONE			
					<b>Ad Valorem:</b>					
					<b>Tax Class:</b>					
<b>Primary Structure Built</b>		<b>Above Grade Living Area</b>		<b>Finished Basement Area</b>		<b>Property Land Area</b>		<b>County Use</b>		
						31.8300 AC				
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage</b>	<b>Last Major Renovation</b>				
Value Information										
			<b>Base Value</b>	<b>Value</b>	<b>Phase-in Assessments</b>					
				As of	As of		As of			
				01/01/2017	07/01/2017		07/01/2018			
<b>Land:</b>			442,800	758,300						
<b>Improvements</b>			0	0						
<b>Total:</b>			442,800	758,300	547,967		653,133			
<b>Preferential Land:</b>			0		0					
Transfer Information										
<b>Seller:</b> VOX III LLC				<b>Date:</b> 08/15/2006			<b>Price:</b> \$0			
<b>Type:</b> NON-ARMS LENGTH OTHER				<b>Deed1:</b> /05954/ 00188			<b>Deed2:</b>			
<b>Seller:</b> OXFORD LIMITED PARTNERSHIP				<b>Date:</b> 12/09/2002			<b>Price:</b> \$225,000			
<b>Type:</b> ARMS LENGTH VACANT				<b>Deed1:</b> /03814/ 00379			<b>Deed2:</b>			
<b>Seller:</b> MILLER & SMITH, INC				<b>Date:</b> 02/15/1994			<b>Price:</b> \$175,000			
<b>Type:</b> ARMS LENGTH VACANT				<b>Deed1:</b> /01919/ 00351			<b>Deed2:</b>			
Exemption Information										
<b>Partial Exempt Assessments:</b>		<b>Class</b>		07/01/2017			07/01/2018			
<b>County:</b>		000		0.00						
<b>State:</b>		000		0.00						
<b>Municipal:</b>		000		0.00 0.00			0.00 0.00			
<b>Tax Exempt:</b>				<b>Special Tax Recapture:</b>						
<b>Exempt Class:</b>				NONE						
Homestead Application Information										
<b>Homestead Application Status:</b> No Application										
Homeowners' Tax Credit Application Information										
<b>Homeowners' Tax Credit Application Status:</b> No Application						<b>Date:</b>				



Real Property Data Search

Search Result for CHARLES COUNTY

<a href="#">View Map</a>		<a href="#">View GroundRent Redemption</a>		<a href="#">View GroundRent Registration</a>	
<b>Account Identifier:</b>		<b>District - 07 Account Number - 011482</b>			
Owner Information					
<b>Owner Name:</b>		HOMELAND CC LLC		<b>Use:</b> RESIDENTIAL	
<b>Mailing Address:</b>		9302 LEE HWY STE 1000 FAIRFAX VA 22031-6052		<b>Principal Residence:</b> NO	
				<b>Deed Reference:</b> /05954/ 00183	
Location & Structure Information					
<b>Premises Address:</b>			<b>Legal Description:</b>		PARCEL VI-10.8866 AC S SI RT 210 AT CO LINE
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>	<b>Subdivision:</b>	<b>Section:</b>
0006	0019	0067		0000	
					<b>Block:</b>
					<b>Lot:</b>
					<b>Assessment Year:</b> 2017
					<b>Plat No:</b>
					<b>Plat Ref:</b> 0056/ 0279
<b>Special Tax Areas:</b>			<b>Town:</b>		NONE
			<b>Ad Valorem:</b>		
			<b>Tax Class:</b>		
<b>Primary Structure Built</b>	<b>Above Grade Living Area</b>	<b>Finished Basement Area</b>	<b>Property Land Area</b>	<b>County Use</b>	
			10.8800 AC		
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Full/Half Bath</b>	<b>Garage</b>
					<b>Last Major Renovation</b>
Value Information					
	<b>Base Value</b>		<b>Value</b>		<b>Phase-in Assessments</b>
			As of		As of
			01/01/2017		07/01/2017
					As of
					07/01/2018
<b>Land:</b>	117,500		107,500		
<b>Improvements</b>	0		0		
<b>Total:</b>	117,500		107,500		107,500
<b>Preferential Land:</b>	0				0
Transfer Information					
<b>Seller:</b> VOX VI LLC		<b>Date:</b> 08/15/2006		<b>Price:</b> \$0	
<b>Type:</b> NON-ARMS LENGTH OTHER		<b>Deed1:</b> /05954/ 00183		<b>Deed2:</b>	
<b>Seller:</b> VOX III LLC		<b>Date:</b> 07/20/2006		<b>Price:</b> \$0	
<b>Type:</b> NON-ARMS LENGTH OTHER		<b>Deed1:</b> /05919/ 00329		<b>Deed2:</b>	
<b>Seller:</b> BELL, LOUIS H		<b>Date:</b> 12/11/2002		<b>Price:</b> \$1,000,000	
<b>Type:</b> ARMS LENGTH MULTIPLE		<b>Deed1:</b> /03814/ 00379		<b>Deed2:</b>	
Exemption Information					
<b>Partial Exempt Assessments:</b>	<b>Class</b>			07/01/2017	07/01/2018
<b>County:</b>	000			0.00	
<b>State:</b>	000			0.00	
<b>Municipal:</b>	000			0.00 0.00	0.00 0.00
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>			
<b>Exempt Class:</b>		NONE			
Homestead Application Information					
<b>Homestead Application Status:</b> No Application					
Homeowners' Tax Credit Application Information					
<b>Homeowners' Tax Credit Application Status:</b> No Application				<b>Date:</b>	

**EXHIBIT "C"**

**Title Commitment**

**See Attached**

## SCHEDULE B - SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records. The coverage afforded by covered matter 2(c) is hereby deleted.
3. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquired of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Water rent and sewer service charges, which become due and payable after the date of the policy, a lien not yet due and payable.
7. All assessments and taxes, which become due and payable after the date of the policy, a lien not yet due and payable, and real estate taxes subsequent to the tax period ending September 30, 2017 and Supplemental Tax Improvements subsequent to the tax period ending September 30, 2017.
8. Terms and conditions of that certain Plat of Indian Head Manor, Section No. II, recorded in Plat Book 6, Page 107, as to Lot 158.
9. Terms and conditions of that certain Plat recorded in Plat Book 24, Page 119, as to Lot 26.
10. Terms and conditions of that certain Boundary Line Adjustment Plat of Parcel III, Lands of VOX III, LLC, recorded in Plat Book 56, Page 276, as to all.
11. Terms and conditions of that certain Boundary Line Adjustment Plat of Parcel IV, Lands of VOX III, LLC, recorded in Plat Book 56, Page 277.
12. Terms and conditions of that certain Boundary Line Adjustment Plat of Parcel VI, VII and VII-A, Lands of VOX III, LLC, recorded in Plat Book 56, Page 278, as to Lot 67. (Parcel VI = Lot 67)
13. Terms and conditions of that certain Boundary Line Adjustment Plat of Parcel III, Lands of VOX III, LLC, recorded in Plat Book 56, Page 279, as to Lot 66. (Parcel III = Lot 66)
14. Terms and conditions of that certain Right-of-Way Plat Cross County Connector, in Plat Book 57, Pages 150 through 163.

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## SCHEDULE B - SECTION II

(Continued)

15. Easement in favor of Potomac Electric Power Company recorded June 9, 1941, in Deed Book 74, Page 325. (100 foot right of way across Lot 26)
16. Terms and conditions of those certain deeds recorded in Liber 491, Page 261, Liber 791, Page 298, Liber 818, Page 167; Liber 818, Page 170; Liber 856, Page 233 and Liber 1729, Page 298, being together with the right of way set forth in Plat Book 24, Page 119, as to Lot 26.
17. Terms and conditions of that certain right of way and easement contained in deed recorded in Liber 803, Page 213, as to Lot 26.
18. Terms and conditions of that certain Memorandum between VOX III, LLC, and Pulte Home Corporation recorded December 16, 2005, in Book 5602, Page 128, as to Lot 66.
19. Terms and conditions of that certain Dedication Agreement recorded May 26, 2004, in Book 5842, Page 673.
20. Terms and conditions of that certain right of way contained in deed recorded in Book 6445, Page 379, as to Lot 66.

NOTE: Tax Information

Taxes for 2017 are paid.

MAP/GPIN: 07011474 (Lot 158 AKA Portion of Well Site on Plat of Indian Head Manor, Section No. II, recorded in Plat Book 6, Page 107)

Land: \$ 52,200.00

Improvements: \$ 0.00

Total: \$ 52,200.00

Taxes: \$687.47

MAP/GPIN: 07011504 (Lot 26 - 20.82000 ac.)

Land: \$ 648,200.00

Improvements: \$ 0.00

Total: \$ 648,200.00

Taxes: \$6,056.44

MAP/GPIN: 07011308 (Lot 41 - 3.7271 ac.)

Land: \$ 78,800.00

Improvements: \$ 0.00

Total: \$ 78,800.00

Taxes: \$1,037.80

MAP/GPIN: 07021402 (Lot 66 AKA Parcel III - 31.833 ac.)

Land: \$ 758,300.00

Improvements: \$ 0.00

Total: \$ 758,300.00

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**SCHEDULE B - SECTION II**  
(Continued)

Taxes: \$7,293.22

MAP/GPIN: 07011482 (Lot 67 AKA Parcel VI - 10.8866 ac.)

Land: \$ 107,500.00

Improvements: \$ 0.00

Total: \$ 107,500.00

Taxes: \$1,415.78

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