VIRGINIA JURISDICTIONAL ADDENDUM

This Addendum is made on _____ , to a Sales Contract ("Contract") dated _____ between _____ _____ ("Purchaser") and _____ _____ ("Seller") for the purchase and sale of the Property: _____ _____ .

1. DELIVERY. Delivery ("Delivery", "delivery", or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile or email transmission. The parties agree that Delivery will be deemed to have occurred: on the day delivered by hand, on the day delivered by a professional courier service (including overnight delivery service), or by United States mail, return receipt requested, or on the day sent by facsimile or email transmission either of which produces a tangible record of the transmission.

Deliveries will be sent to the following:

1) Addressed to the Seller at: _____ **OR**

❒ [check if applies] transmitted by facsimile to the Seller at _____ **OR**

❒ [check if applies] transmitted by email to the Seller at _____ .

2) Addressed to the Purchaser at: _____ **OR**

❒ [check if applies] transmitted by facsimile to the Purchaser at _____ **OR**

❒ [check if applies] transmitted by email to the Purchaser at _____ .

Copies of any addenda, amendments, and Notices required by the Contract will also be provided as a courtesy to the Brokers at the following fax/mailing address/email address:

Listing Company: _____
_____

Selling Company: _____
_____

The parties agree that any documents sent to the Broker will NOT constitute Delivery.

The requirements for delivery of property or condominium owner's association documents are specified in the Virginia Property Owners' Association Act and/or Virginia Condominium Act paragraphs of this addendum.

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in the contract.

2. NOTICES. Notice ("Notice", "notice", or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. For the purposes of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. Written acknowledgement of receipt of notice is a courtesy but is not a requirement.

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3. FHA/VA Financing. If FHA or VA Financing is selected in paragraph 3 A of the Regional Sales Contract as the Specified Financing, then the FHA/VA Financing Addendum must be attached.

4. APPRAISAL CONTINGENCY FOR CONVENTIONAL FINANCING (ONLY). If Option 1 is selected and initialed in Paragraph 10 B in the Regional Sales Contract, this Contract IS CONTINGENT upon an Appraisal pursuant to this paragraph. Purchaser shall have until 9:00 p.m. _____ Days (minimum of 21 days recommended) following the Date of Ratification to obtain an Appraisal ("Appraisal Deadline"). **Purchaser shall provide Notice to Seller by the Appraisal Deadline, as follows:**

A: The Appraisal is equal to or greater than the Sales Price. This contingency has been satisfied and removed. The parties shall proceed to Settlement;

OR

B: The Appraisal is equal to or greater than the Sales Price. However, the Purchaser elects not to proceed with consummation of this Contract because the subject Property does not satisfy the lender requirements, the Property appraisal does not allow for the specified financing or the Property is inadequate collateral. Such Notice must be accompanied by a written denial of the financing showing written evidence of the lender's decision concerning the Property. The Purchaser must provide such written evidence concurrently with the Purchaser's Notice of election not to proceed.

OR

C: The Appraisal is not equal to or greater than the Sales Price and the Purchaser elects not to proceed with consummation of this Contract, unless the Seller elects to lower the Sales Price to the appraised value. It will be the Seller's option to lower the Sales Price to the appraised value and the parties shall proceed to Settlement at the lower Sales Price. If the Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this Contract will become void.

D: The Purchaser elects to proceed with consummation of this Contract without regard to the Appraisal. The parties shall proceed to Settlement;

If Purchaser fails to give Seller Notice by the Appraisal Deadline, this contingency will continue, unless Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If the Seller delivers such Notice, this Contract will become void at 9 p.m. on the third day following Delivery of the Seller's Notice, unless prior to such date and time the Purchaser delivers the required Notice.

5. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT. The Virginia Residential Property Disclosure Act requires the Seller to deliver a disclosure statement prior to the acceptance of this Contract unless the transfer of the Property is exempt. The law requires the Seller, on a disclosure statement provided by the Real Estate Board, to state that Seller makes no representations or warranties concerning the physical condition of the Property and to sell the Property "as is", except as otherwise provided in this Contract. The law further requires the Seller to make certain statutory disclosures concerning the Property. If the disclosure required by law is delivered to the Purchaser after the acceptance of this Contract, the Purchaser may terminate this Contract by giving written Notice to the Seller either by hand delivery or by United States mail, postage prepaid, at or prior to the earliest of (1) 3 Days after delivery of the disclosure in person, (2) 5 Days after the postmark if the disclosure is properly mailed, (3) Settlement on the Property, (4) occupancy of the Property by the Purchaser, (5) written waiver by the Purchaser in a separate document, or (6) the Purchaser's application for a mortgage loan where such application contains a disclosure that the right to terminate ends upon applying for the mortgage loan.

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6. TARGET LEAD-BASED PAINT HOUSING. The Seller represents that any residential dwellings at the Property ❒ were **OR** ❒ were not constructed before 1978. If the dwellings were constructed before 1978, then, unless exempt under 42 U.S.C. 4852d, the property is considered "target housing" under the statute and a copy of the "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been attached and made a part of the Contract as required by law. The Purchaser ❒ Yes **OR** ❒ No waives the right to a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. If No, a copy of the "Sales Contract Addendum for Lead-Based Paint Testing" is attached to establish the conditions for a lead-based paint risk assessment or inspections.

7. PRIVATE WELL AND/OR PRIVATE SEWAGE SYSTEM.

A. Well. If the Property is on private well, the ❒ Purchaser, at Purchaser's expense **OR** ❒ Seller, at Seller's expense, will furnish the Purchaser on or before Settlement with certified test results dated not more than 120 days prior to Settlement from the appropriate local government authority and/or a private company licensed to perform such tests.

B. Sewage. If the Property is on private Septic or private Alternate Septic Sewage Disposal System as indicated in Contract paragraph 8 (Utilities) then the ❒ Purchaser, at the Purchaser's expense **OR** ❒ Seller, at Seller's expense, will furnish the Purchaser on or before Settlement with certified test results dated not more than 120 days prior to Settlement from the appropriate local government authority and/or private company licensed to perform such inspections. An Alternative system may require regular maintenance in order to prevent failure. Seller ❒ does **OR** ❒ does not have a maintenance contract. If the Seller does have a maintenance contract Seller will provide a copy to the Purchaser, and that maintenance contract ❒ shall **OR** ❒ shall not convey.

C. Remediation. If either system is found defective or substandard according to the current governmental standards, the Seller will take appropriate remedial action at the Seller's expense. Nothing in this paragraph relieves the Seller of the obligations under the Title paragraph of the Contract.

8. VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT. The Seller represents that the Property ❒ is, **OR** ❒ is not located within a development that is subject to the Virginia Property Owner's Association Act ("POA Act"). The POA Act requires the Seller of a property within such a development to obtain an Association Disclosure Packet from the property owners' association and provide it to the Purchaser. The information in the Association Disclosure Packet shall be current as of a date-specified on the Association Disclosure Packet. For delivery of the Packet or the Notice of non-availability of the Packet, the Purchaser chooses the following method: ❒ hardcopy **OR** ❒ electronic
At the following address: _____
_____ .

The Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if the Purchaser receives the Association Disclosure Packet on or before the Date of Ratification, (b) within 3 days after receiving the Association Disclosure Packet by hand delivery, (c) within 3 days after receiving the Association Disclosure Packet electronically with a receipt to sender, or (d) within 6 days after the postmark date if the Association Disclosure Packet is mailed to the Purchaser.

If the Association Disclosure Packet is not available, the Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if the Purchaser receives notification that the Association Disclosure Packet will not be available on or before the Date of Ratification, (b) within 3 days after receiving notification that the Association Disclosure Packet will not be available by hand-delivery or electronic means, or (c) within 6 days after the postmark date of the mailed notification.

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The Purchaser may also cancel this Contract at any time prior to Settlement if the Purchaser has not been notified that the Association Disclosure Packet will not be available and the Association Disclosure Packet is not delivered to the Purchaser.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that the Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by the Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by the Seller in the "Delivery paragraph" of this Addendum, provided that the Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by the Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Property Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to the Purchaser.

The Purchaser, at the Purchaser's expense, shall have the right to request that the association provide an update of the Association Disclosure Packet previously furnished, along with the assurance that there have been no material changes, or if there have been material change, a statement specifying such changes.

The right to receive the Association Disclosure Packet and to cancel this Contract terminates at Settlement.

9. VIRGINIA CONDOMINIUM ACT. The Seller represents that the Property ❒ is, **OR** ❒ is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires the Seller to obtain from the condominium unit owners' association ("Unit Owners' Association") certain financial and other disclosures ("Resale Certificate") and provide it to the Purchaser. If the required disclosures are not available on the Date of Ratification, the Seller shall promptly request them from the Unit Owners' Association and provide them to the Purchaser who shall acknowledge receipt in writing upon Delivery. The information contained in the Resale Certificate shall be current as of a date-specified on the Resale Certificate. For delivery of the Certificate, the Purchaser chooses the following method: ❒ hardcopy OR ❒ electronic. At the following address: _____
_____ .

The Purchaser may cancel this Contract: (a) within 3 Days after the Contract Date, if the Purchaser receives the Resale Certificate on or before the date that the Purchaser signs the contract; (b) within 3 Days after receiving the Resale Certificate if the Resale Certificate is delivered by hand or electronically with a receipt to sender; or (c) within 6 Days after the postmark date if the Resale Certificate is sent to the Purchaser by United States mail, return receipt requested.

After receiving the Resale Certificate from the Seller, the Purchaser, at the Purchaser's expense, may submit a copy of the Contract to the Unit Owners' Association along with a request for assurance from the Association that the information submitted in the Resale Certificate remains materially unchanged, or if there have been material changes, a statement specifying such changes.

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Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that the Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by the Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by the Seller in the "Delivery" paragraph of this Addendum, provided that the Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by the Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service. Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Condominium Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to the Purchaser.

The right to receive the Resale Certificate and to cancel this Contract terminates at Settlement.

10. NOTICE TO PURCHASER REGARDING THE CONSUMER REAL ESTATE SETTLEMENT PROTECTION ACT.

Choice of Settlement Agent: You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the Settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement agent can provide legal advice to any party to the transaction except a Settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Escrow, closing and Settlement service guidelines: The Virginia State Bar issues guidelines to help Settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, Settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

The Purchaser wishes to employ _____
("Settlement Agent") to represent the Contract. The Purchaser agrees to contact the Settlement Agent within 10 Days of the Date of Contract Ratification to schedule Settlement, which Settlement Agent shall order the title exam and survey, if required.

11. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN.

Virginia law (Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 Days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 Days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

12. ADDITIONAL FEES. Grantors tax shall be paid by the Seller. The Purchaser shall pay recording charges for the Deed and any purchase money trusts.

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13. ARBITRATION. Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

14. TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

15. REAL ESTATE LICENSED PARTIES. The parties acknowledge that _____ _____ is an ❒ active or ❒ inactive licensed real estate agent in ❒ DC ❒ MD ❒ VA ❒ WV ❒ Other and is either the ❒ Buyer ❒ Seller or ❒ is related to one of the parties in this transaction.

PURCHASER:

_____ / _____
Date Signature

_____ / _____
Date Signature

SELLER:

_____ / _____
Date Signature

_____ / _____
Date Signature

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