



**WOLTZ**  
**& ASSOCIATES**  
**INC.**  
 BROKERS & AUCTIONEERS

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### AUCTION REAL ESTATE PURCHASE AGREEMENT

*(This is a legally binding contract; if not understood, seek competent advice before signing.)*

**AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY.** The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check **either A or B** below.)

- A. \_\_\_\_\_ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. \_\_\_\_\_ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (**Agreement**) made and entered into this 28<sup>th</sup> day of April 2021, between \_\_\_\_\_ Independence \_\_\_\_\_ Lumber, \_\_\_\_\_ Inc. ("Seller"), \_\_\_\_\_ ("Buyer"), and Woltz & Associates, Inc. ("Agent").

### W-I-T-N-E-S-S-E-T-H:

**REAL PROPERTY:** Buyer agrees to buy, and Seller agrees to sell the land, all improvements thereon in the County of \_\_\_\_\_, Virginia, Auction Tract(s) \_\_\_\_\_ and as more particularly described on the attached **Exhibit A** " (the "**Property**"). (Complete legal description to be furnished in Deed)

**PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("**Purchase Price**").

**DEPOSIT:** The Buyer has made a deposit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("**Deposit**") by \_\_\_\_\_ in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

**THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING.** The residue of the purchase price shall be payable as follows: Cash at Settlement which shall be within fifteen (15) days of

the court order approving the sales in the United States District Court for the Middle District Court of North Carolina presiding over the receivership of Independence Lumber Inc. (the "**Settlement Date**"). If closing does not occur on or before Settlement Date, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a Quit Claim deed, same to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property.

**SETTLEMENT EXPENSES/RISK OF LOSS:** The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance, and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

**DEFAULT:** In the event Seller tenders full performance of all of its obligations hereunder and this Agreement is terminated by Seller as a result of Buyer's default or breach hereunder, Seller may retain the Deposit as liquidated damages in lieu of all other damages and remedies available to it at law or in equity. The parties hereto acknowledge that it is not possible at this time to calculate or determine the damages that Seller might incur should Buyer default under this Agreement. Buyer and Seller agree that the retention of the Deposit as liquidated damages is fair and reasonable, should this Agreement be terminated by Seller. In the event Buyer tenders performance of all of its duties and obligations hereunder and this Agreement is terminated by Buyer as a result of Seller's default or breach hereunder, then Buyer's sole remedy shall be to direct Seller to cause Agent to promptly return the Deposit to Buyer and neither party shall have any further obligations to the other.

**COMMISSION:** The Seller agrees to pay cash to the Agent for its services, a commission on the sales price of the Property pursuant to the terms of the Auction Contract.

**ATTORNEY'S FEES:** In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

**POSSESSION:** Possession of Property to be given on the date of actual settlement.

**AUCTION TERMS AND CONDITIONS:** NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE TITLE, MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE PROPERTY. IT IS THE EXPRESS INTENTION OF SELLER AND BUYER THAT THE PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR OR EXISTENCE, "AS IS", "WHERE IS," AND "WITH ALL FAULTS." Buyer agrees to comply with all auction terms and conditions and announcements made on date of sale and acknowledges receipt of the Real Estate Bidder's Package on day of sale. The Buyer's decision to purchase is based upon Buyer's due diligence rather than upon any information provided by Agent, its agents, and representatives.

Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property. The Property is sold subject to applicable zoning.

**COUNTERPARTS:** This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals.

**PARTIES:** This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate.

**CHOICE OF SETTLEMENT AGENT:** **Buyer has 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 Agreement 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. The seller may not require the use of a particular settlement agent as a condition of the sale of the property.

**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 Chapter 10 (55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

**ADDITIONAL TERMS AND CONDITIONS:** This Agreement and purchase is subject only to final approval of the United States District Court for the Middle District Court of North Carolina presiding over the receivership of Independence Lumber Inc.

**APPLICABLE LAW:** This Agreement shall be construed under the laws of the Commonwealth of Virginia.

**MISCELLANEOUS:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors, and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

WITNESS the following signatures and seals.

\_\_\_\_ (Seal) \_\_\_\_\_  
Buyer Date

\_\_\_\_ (Seal) \_\_\_\_\_  
Buyer Date

**SELLER: for Independence Lumber, Inc.**

By: Aurora Management Partners, as Receiver

By: \_\_\_\_\_ (Seal) \_\_\_\_\_  
Laura C. Kendall, Authorized Representative Date

Deed To: \_\_\_\_\_

**Agent: Woltz & Associates, Inc.**

By: \_\_\_\_\_  
Its: Agent

Buyer's Address: \_\_\_\_\_

Buyer's Phone: \_\_\_\_\_

Buyer's Email: \_\_\_\_\_

Buyer's choice of settlement services: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## EXHIBIT A

Tract	Tax Map Number	County	Acreage (±) from GIS	Acreage (±) from Survey or Plat
1	9-A-14A	Smyth	21.08	
2	8-A-5	Smyth	118.5	
3	8-A-1 & 9-A-12B	Smyth	300.14	367.82
4	8-A-2	Smyth	500	431.39
5	11-A-36A	Smyth	83.53	83.53
6	045-A-14C & 045-A-16	Washington	309.71	
7	031-A-60	Washington	104	
8	037-A-104	Washington	15.6	
9	035-5-5	Washington	806.66	823.668
10	115L 1403	Russell	120.25 (Deeded) 21.17 (Calculated)	120.25 Per Plat from Deed

Boundaries and Acreage are Approximate  
Complete legal description to be furnished in Deed