

**ADDENDUM – ATTACHMENT A
BLACK DIAMOND**

VITAL INFORMATION

Attachment A information is based on estimated costs and current standards set by the state of Virginia as of September 8, 2006. This Addendum is current through calendar year 2007.

_____ 1. The parcel I am purchasing through Seller (VA Hunter, LLC or one of it's affiliates), Lot #_____, in the subdivision known as Black Diamond, located near the town of Blacksburg, Virginia, has been developed in conformance with any and all applicable local codes and standards. Restrictions as to usage for this property are as follows: See attached Declaration. I have received a copy of the Declaration.

_____ 2. In the purchase of real estate, many technical requirements must be met to ensure that you receive proper title. You will be provided, at the Seller's expense, a title insurance commitment at closing, with a policy of title insurance to follow after recordation of your Deed. The only substantive exceptions to title of the property you are purchasing are easements of record and other matters as will be shown on the plat and/or described in the Declaration.

_____ 3. I have personally inspected the property I am purchasing and understand that there are no promises for future improvements or future value. The future value of any land is uncertain and dependent upon many factors. Do not expect all land to increase in value.

_____ 4. Statement regarding current availability of water and estimated approximate costs: \$2,250 - \$7,200 per well. Average well depths in this area can range between 150 to 700 feet and 50 feet of casing. Cost to drill a well is approximately \$9.00 per foot, with casing costing \$10.00 per foot (grout is \$400.00). If depth is different than stated above, costs will change. Contact Billy Horn Well Drilling 540-864-6461.

_____ 5. Statement regarding current availability of sewage disposal and estimated approximate costs: At closing a percolation test will be provided suitable for a 3 - bedroom septic permit. Cost to put in a conventional system is approximately \$3,500.00 to \$5,500.00. A secondary system into conventional lines is approximately \$9,000.00 to \$12,000.00. ~~*A secondary system into drip irrigation is approximately \$16,000.00 to \$24,000.00.~~ An advanced secondary system into conventional lines is approximately \$12,000.00 to \$20,000.00 and an advanced secondary system into drip irrigation is approximately \$17,000.00 to \$27,000.00. Contact Jeff Hassen at Hassen Excavating Co. Inc., 540-731-0207.

_____ 6. Statement regarding current availability of electricity and estimated approximate costs: Customers will be responsible for Lot costs. Contact Craig - Botetourt Electric Co-op, Clara Leftwich at 540-864-5121, ext. 125 for more information. Electricity will be available by way of underground at one of the Lot boundaries for your Lot. The Co-op covers the first 500 feet.

_____ 7. Statement regarding current availability of telephone: Contact TDS Telecom, Debra Boitnotte at 540-864-5131 for telephone service. Cost of installation is \$60.25.

_____ 8. Statement regarding propane: Contact Valley Propane, Ben Lockhart at 540-382-8393.

_____ 9. Statement regarding assessments, dues or any other annual fees: \$300 per year, for the maintenance of the roads and open space (common areas) (see Item 12 below.) New purchasers are responsible for paying a prorated portion of the dues at closing based on a calendar year. The Declaration further describes the power of the Association to levy special assessments (see Article V).

_____ 10. Taxes are assessed on January 1 of the calendar year. Property taxes are determined by the Assessor by classification and real estate value. The 2007 tax rate is \$.52 per \$100.00 of assessed value (most available figure). You will receive a credit of the Seller's pro-rated share of the 2008 taxes at closing. You are responsible for the entire year of 2008 and beyond.

_____ 11. The roads inside of Black Diamond will be triple chip and seal. These roads will vary in width from 18 feet to 20 feet.

_____ 12. The Black Diamond Property Owners Association, Inc. is a non-profit, non-stock Virginia Corporation. At closing, the assessment for each Lot will be prorated from the date of the closing to the end of the year and collected from you. This money is escrowed in an interest-bearing account at the law firm Bowles, Rice, McDavid, Graff & Love, PLLC. The Declaration of Covenants gives the Seller the right to expend monies from this account for road and signage maintenance (not initial construction), although the Seller has no plans to utilize this right. These monies will be turned over to the Association at its organizational meeting upon the sale of most or all of the Lots in Black Diamond. You will be given approximately 15 days' notice of the meeting, which will be held in Martinsburg, West Virginia.

_____ 13. By signing this form, you the purchaser, understand that you are purchasing your Lot in an "as is" condition. The Seller makes no warranties, either expressed or implied, concerning your Lot as of the date of your Sales Agreement. The Seller's customer service number for questions or problems regarding your Lot is (304) 262-2770.

_____ 14. By signing this form, you understand and acknowledge that this Vital Information form has been prepared with reasonable diligence by the Seller, based on information currently available, and that such information is subject to change without notice. Additional current information is provided by the disclosure packet you also receive from the Seller.

_____ 15. By signing this form, you acknowledge that pursuant to your Sales Agreement, your closing must occur on or before 4/10. You understand that the estimated closing costs you are to pay, as indicated on the Agreement,

are all of the closing costs, plus any/all lender charges, such as points, credit reports and appraisals. The Seller pays for title insurance to insure you and your lender, if any, only.

_____ 16. The Sales Agreement, this document and any related instruments are to be construed under Virginia law, regardless of where they, or the deposit, are delivered or executed.

_____ 17. Dispute Resolution: Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, which rules are deemed to be incorporated by reference into this clause.

The venue for any arbitration shall be in a location convenient to the Seller and the arbitration shall be administered by an Arbitrator to be selected by the Seller. The Arbitral Award shall be in writing and shall be final and binding upon the parties. Judgment upon the award may be entered by any Court having jurisdiction over the parties or their assets. The Arbitral Award may grant any relief deemed by the Arbitration Tribunal to be just and equitable, including, without limitation, specific performance. The award may include an award of costs, including reasonable Attorney fees and disbursements. The provisions of this section shall survive the closing and are subject to the laws of Virginia, which shall govern in the event of any conflict herein.

_____ 18. With BUYER using the Lot as sole collateral, this Sales Agreement is contingent upon Buyer's ability to EITHER:

- a). Obtain financing in the amount shown in Paragraph 3 on the Agreement,
OR
- b). Obtain financing in a lesser amount than shown in Paragraph 3, with the balance to be provided by Buyer at closing in cash or Bank certified check. Seller agrees to refund Buyer's deposit and cancel this Agreement under this Paragraph ONLY if Buyer cannot obtain financing in at least the amount of ____% of the purchase price

Date

Purchaser

Purchaser

Sales Representative's Certification

I hereby certify that I have made no statements that are contrary to the above information.

Date

Sales Representative

PLUMBING SETBACK

CADDIS LANE

60' WIDE ACCESS AND
UTILITY EASEMENT

BUILDING SETBACK LINE

50'

1980

1920

9.14 ACRES

(74)

UTILITY EASEMENT
10' EACH SIDE OF LOT LINES
(TYPICAL)

14.92 ACRES

(73)

1920

1910

1900

190

1880

STONERLY DRIVE

60' WIDE ACCESS AND
UTILITY EASEMENT

50'

2020

1920

1980

1990

1980

1970

1970