

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "Agreement"), is made and entered into as of the ____ day of _____, 2009, by and between _____ (the "Purchaser"), and PURPLE TURTLE, LLC, a West Virginia limited liability company (the "Seller").

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property (as hereinafter defined) subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, each to the other, and the mutual agreements hereinafter contained, the receipt, adequacy and sufficiency of all of which are hereby expressly acknowledged by the parties hereto, the parties hereby covenant and agree as follows:

1. Purchase and Sale of Property. Subject to and in accordance with the terms and provisions of this Agreement, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, the Property, which term "Property" shall mean and include the following:

a. Lot ____ Broomgrass Subdivision as shown on a plat dated June 28, 2004 prepared by Berry Surveying Associates consisting of one (1) acre more or less;

b. an undivided one-sixteenth (1/16) interest in the Three Hundred and Four and Fifty-Eight Hundredths (304.58) acres comprising the Broomgrass Subdivision common land as shown on the aforementioned plat dated June 28, 2004.

2. Purchase Price. The Purchase Price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be _____ Dollars (\$_____).

3. Deposit. Upon execution of this Agreement, Purchaser delivered a fully refundable deposit of Two Thousand and 00/100 Dollars (\$2,000.00)(the "Earnest Money Deposit") to be held by an escrow agent to be appointed.

4. Closing. Time is of the essence to all matters of this Agreement. Closing shall occur no later than sixty (60) days from the date of execution of this Agreement. Closing shall be held in the offices of Seller's attorney, which is located in Martinsburg, West Virginia, with certified funds or by telefax with the wire transfer of all funds, or any other location in Martinsburg, West Virginia that Purchaser's lender may so require. Purchaser's failure to close within sixty (60) days from the date of execution of this Agreement shall be a breach and default of the Agreement.

5. Financing Contingency. The obligations of Purchaser and Seller to complete this

transaction shall be fully contingent upon the Purchaser obtaining the financing necessary to purchase a Lot. In the event that Purchaser cannot obtain financing that it finds acceptable in its sole discretion, this Agreement may be terminated and the parties will be relieved of all rights and obligations stated herein.

6. Farmland Preservation Program. Purchaser acknowledges that the Broomgrass Subdivision common land has been conveyed in perpetuity as an easement to the West Virginia Farmland Preservation Program and may never be developed. As such, Purchaser agrees to use the Property in a manner that promotes and supports the organic farming principles of Broomgrass Subdivision. Purchaser further warrants that the Property shall not be used in any manner that contradicts with either the West Virginia Farmland Preservation Program or the organic farming principles upon which Broomgrass Subdivision was founded.

7. Farmland Easement and Seller's Title. At Closing, Purchaser shall sign any documents necessary to convey an easement of its interest in the common land of the Broomgrass Subdivision to the West Virginia Farmland Preservation Program. Seller shall convey the Property to Purchaser by general warranty deed conveying title to the surface and subsurface of the Property, including all mineral rights, and conveying good and marketable title, free and clear of all liens and encumbrances, except (a) the lien of real estate taxes not then due and payable, (b) easements and restrictions of record, including those referenced in Paragraph 7 of this Agreement, (c) any Community Charter or other Covenants, Declarations, and Restrictions recorded for the Broomgrass Subdivision, and (d) all building laws, ordinances and regulations, which shall be insurable at ordinary rates by Lawyers Title Insurance Corporation or by a comparable reputable title insurance company selected by Purchaser. Notwithstanding any provision herein to the contrary, Seller shall have the right to pay taxes and other liens on the Property out of the proceeds of the sale at the Closing. After Purchaser has the title examined and the title binder is issued as hereinbefore provided for, Seller covenants and agrees that it will take no actions to change or impair the status of the title to the Property without the prior written consent of the Purchaser. Notwithstanding anything in this paragraph to the contrary, the parties agree that Seller shall be obligated to pay all ad valorem taxes due through the date of Closing, and that ad valorem taxes owed for the year in which closing takes place shall be prorated in accordance with the terms of this Agreement.

8. Possession. Possession of the Property shall be given to Purchaser at Closing.

9. Condemnation. In the event of the taking of all or any part of the Property by eminent domain proceedings or private purchase in lieu thereof or the commencement of any such proceedings, Purchaser shall have the right, at its option, to terminate this Agreement by

giving written notice to Seller on or before the date fixed for settlement hereunder. If Purchaser does not so terminate this Agreement, the purchase price for the Property shall be reduced by the total of that portion of any awards or amounts pertaining to the Property covered by this option received for voluntary conveyance in lieu of condemnation or other proceeds received by Seller with respect to any taking. At settlement, Seller shall assign to Purchaser all remaining rights of Seller in and to that portion of any awards or other proceeds pertaining to the Property covered by this option payable by reason of any taking. Seller agrees to notify Purchaser of eminent domain proceedings or private purchase in lieu thereof within five (5) days after Seller learns of any such proceedings. Upon execution of this Agreement, Purchaser shall have the sole right (in the name of Purchaser or Seller or both) to negotiate for, to agree to, and to contest all offers and awards. In the event that Seller shall fail or refuse to notify Purchaser of eminent domain proceedings as set forth above, Purchaser shall have the right to terminate this Agreement and to be repaid all earnest monies paid to Seller hereunder.

10. Real Estate Taxes. Real estate taxes (which shall include ad valorem taxes), and any other charges on the Property shall be prorated between Seller and Purchaser on the same yearly basis (fiscal or calendar) as the basis for accrual thereof, as of the date of Closing.

11. Other Assessments. If, at or prior to the time of Closing hereunder, the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this Agreement all unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the Property affected thereby and shall be paid and discharged by Seller upon the delivery of the deed. Payment of all assessments placed on the Property after delivery of the deed shall be the responsibility of the Purchaser.

12. Violation of Laws. All final notes or notices of violations of law or municipal or other governmental ordinances, regulations, orders or requirements noted in or issued by any governmental authority against or affecting the Property on or before the time of settlement, which have been finally appealed shall be complied with by Seller and the Property shall be conveyed free of the same.

13. Insurance. Seller agrees to maintain its present general liability insurance coverage on the Property until Closing and on the Broomgrass Subdivision common land until the common land is conveyed to the Broomgrass Community Association. Any loss or damage to the Property caused by flood, fire, or other casualty shall entitle Purchaser to

terminate this Agreement. If such fire, flood, or other casualty loss occurs while said insurance is in effect, Purchaser shall upon settlement hereunder be entitled to receive that portion of said proceeds from said insurance which pertain to the Lot conveyed.

14. Property to be purchased "AS IS". Except as otherwise expressly provided in this Agreement, Purchaser will acquire the Property "AS IS, WHERE IS, WITH ALL FAULTS" based on such independent inspection, investigation and analysis as Purchaser, at its option, shall have made.

15. Closing Costs. Seller shall pay the cost of the deed preparation costs, Seller's attorney's fees and all other costs and expenses incurred by Seller in closing and consummating the purchase and sale of the Property pursuant hereto. Purchaser shall pay the cost of the title commitment, including cost of the examination of title to the Property made in connection therewith and the premium for the policy of title insurance issued pursuant thereto, the West Virginia Excise Tax on the transfer of real estate, the cost of any environmental audit or other investigation of the Property desired by Purchaser, all costs of obtaining financing, recording costs for the deed, Purchaser's attorney's fees and all other costs and expenses incurred by Purchaser in closing and consummating the purchase and sale of the Property pursuant hereto.

16. Purchaser's Default. In the event of default by Purchaser under the terms of this Agreement, Seller may rescind this Agreement, in which event the Purchaser shall be released from any further liability under this Agreement.

17. Seller's Default. In the event of default by Seller under the terms of this Agreement, at Purchaser's option: (i) Purchaser may terminate this Agreement by written notice to Seller, and the parties hereto shall have no further rights or obligations hereunder whatsoever, or (ii) Purchaser shall be entitled to pursue against Seller any remedy granted to Purchaser at law or in equity, including, without limitation, specific performance.

18. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by (a) overnight courier, (b) by hand, (c) by facsimile, followed by hard copy, or (d) sent by U.S. registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

PURCHASER:

SELLER:

Purple Turtle, LLC
Attn: Matthew W. Grove
218 West King Street
Martinsburg, West Virginia 25401

Any notice or other communication mailed as herein above provided shall be deemed effectively given or received on the date of delivery, if delivered by hand, the date sent if delivered by overnight courier, facsimile or mail.

19. Seller's Affidavits. Seller hereby agrees to truthfully and expeditiously execute any and all affidavits (including, but not limited to, Federal, State and/or Local tax provisions, and all information necessary for the selected title insurance company to issue extended coverage title insurance) reasonably requested by Purchaser.

20. Seller's Representations. All of the representations of Seller in this Agreement shall be true and correct on the Closing Date and shall survive Closing. Seller shall be liable to Purchaser and indemnify Purchaser, its employees, agents, heirs and assigns, against any and all liability, obligation, loss, cost and/or expense (including attorney fees) in the event of any false representations or misrepresentations.

21. Purchaser's Representations. Purchaser agrees to indemnify, defend and hold harmless Seller, its employees, agents, heirs, and assigns, from and against any and all damage, claim, liability or loss, including reasonable attorneys' and other fees, arising out of or in any way connected to any action taken by the Purchaser, its agents, heirs, successors and assigns, prior to settlement.

22. Assignment. Purchaser shall not assign its rights under this Agreement except with the prior written consent of Seller.

23. Survival of Provisions. All covenants, warranties, and agreements set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

24. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

25. General Provisions. The effective date of this Agreement shall be the last date this Agreement is executed. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto unless such amendment is in writing and executed by all parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Time is of the essence in all aspects of this Agreement. This

Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be construed and interpreted under the laws of the State of West Virginia. Except as otherwise provided herein, all rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender shall include all genders, and all references herein to the singular shall include the plural and vice versa. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Agreement and shall not negate or invalidate any provision of this Agreement.

WITNESS the following signatures and seals:

SELLER:

PURPLE TURTLE, LLC, a West Virginia limited liability company

Date: _____

By: Matthew W. Grove, Member

Date: _____

By: Lisa M. Dall'Olio, Member

PURCHASER:

Date: _____

Date: _____
