

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the 27th day of April, 2017 (the "Effective Date"), by and between 11032 TIDEWATER TRAIL, LLC, a Delaware limited liability company licensed to do business in the Commonwealth of Virginia ("Company"), THE COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia, ("County"), and THE ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTYSLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia, ("Authority").

RECITALS:

WHEREAS, the parties hereto have entered into that certain Performance Agreement of even date herewith ("Performance Agreement") whereby the Company agreed to locate its business operations to 11032 Tidewater Trail, Spotsylvania, Virginia in the County of Spotsylvania, and expand its business operations in Spotsylvania County to include adding approximately 150 new full time employees to its new business operations in the County over the next ten years; and

WHEREAS, pursuant to the Performance Agreement, the Authority agreed to provide to the Company an economic incentive grant for the purpose of inducing the Company to locate and expand its business in the County of Spotsylvania; and

WHEREAS, pursuant to the Performance Agreement, the Company agreed to subdivide 11032 Tidewater Trail and transfer clear fee simple title in the substantially unimproved 48.07469 acres of the property, more or less, including all easements and right of ways benefitting the Property, all substantially as shown as "TM #25-1-2 48.07469 Acres" on the plat entitled "Lot Line Adjustment. Consolidation, Easement & Right-of-Way Dedication on Tax Map 25-1-1 & 2 Tax Map 25C-2-20, 21, 22 & 22A" prepared by Bowman Consulting and dated March 1, 2017 ("the Plat"), being all or a portion of current tax parcels 25-1-1 and 25-1-2 and all improvements thereon except as otherwise provided in this Agreement ("Back Forty Property") to the Authority or the County on the terms and conditions set forth herein; and

WHEREAS, pursuant to the Performance Agreement, the Company will retain ownership of the real property located at 11302 Tidewater Trail that is not transferred as part of the Back Forty Property which is more specifically set out on the Plat and identified as TM # 25-1-1 27.09800 ACRES (the "Company Property" and collectively with the Back Forty Property, the "Property"); and

WHEREAS, the County, the Authority, and the Company desire to set forth their understanding and agreement as to the terms of the transfer of the Back Forty Property and also establish other rights and responsibilities running with the Company Property and the Back Forty Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. INCORPORATION OF RECITALS:

The Recitals above and the statements made therein are fully incorporated herein by reference thereto and are hereby made part of this Agreement.

2. PURCHASE AND SALE:

The Company agrees to sell the Back Forty Property together with all easements, utilities, infrastructure, warranties, and other facilities and rights to the Authority at Closing (as hereinafter defined) unless otherwise specifically set forth herein for the purchase price of One Dollar (\$1.00) on the terms and conditions set forth herein. Notwithstanding anything to the contrary herein, this Agreement shall terminate automatically and the parties shall have no further rights or obligations hereunder in the event that certain Purchase and Sale Agreement by and between RACER Properties, LLC ("RACER") and idX Corporation dated January 3, 2017 (the "RACER Agreement") is terminated without the Company obtaining title to the Property.

3. INVESTIGATION PERIOD:

A. For the period beginning with the Effective Date and extending for a period of one hundred eighty (180) days (the "Investigation Period"), the Authority shall have full rights of access to the Back Forty Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives (collectively, "Authority's Agents") enter onto the Back Forty Property for the purpose of conducting inspections, tests, soil borings, investigations and surveys, including but not limited to an environmental assessment and a wetlands survey, and for any other purposes necessary for the Authority to determine the feasibility of its purchase and use of the Back Forty Property (the "Inspections"); provided that such rights of access may be limited pursuant to the RACER Agreement prior to the transfer of title to the Back Forty Property to the Company, and provided further that the Authority shall obtain the prior written consent of the Company, not to be unreasonably withheld, before performing any environmental assessments, conducting any physically intrusive work or performing any alterations. The Authority and Authority's Agents shall promptly repair any damage to the Property as a result of the Authority's and Authority's Agents' entry onto the Property.

B. During the Investigation Period, the County shall have full rights of access to the Back Forty Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives (collectively, "County's Agents") enter onto the Back Forty Property for the purpose of conducting inspections, tests, soil borings, investigations and surveys, including but not limited to an environmental assessment and a wetlands survey, and for any other purposes necessary for the County to determine the feasibility of its purchase and use of the Back Forty Property (the "Inspections"); provided that such rights of access may be limited pursuant to the RACER Agreement prior to the transfer of title to the Back Forty Property to the Company, and provided further that the County shall obtain the prior written consent of the Company, not to be unreasonably withheld, before performing any environmental assessments, conducting any physically intrusive work or performing any alterations. The County and County's Agents shall promptly repair any damage to the Property as a result of the County and County's Agents entry onto the Property.

C. During the Investigation Period, the Authority shall have the right to terminate this Agreement if, as a result of the Inspections or other investigations or assessments regarding its purchase of the Back Forty Property, the Authority determines, in its sole discretion, for any reason or no reason at all, not to purchase the Back Forty Property. In the event the Authority elects to terminate this Agreement pursuant to this paragraph, the Authority shall give written notice of such election to the Company on or prior to the expiration of the Investigation Period. If notice of termination under this paragraph is given by the Authority, this Agreement, except for the County's option to purchase set forth in Section 13 herein, shall terminate with respect to the Authority as of the date of such notice and, except for the County's option to purchase set forth in Section 13 herein and as otherwise provided herein, neither the Authority nor the County or the Company shall have further rights or obligations hereunder. If no notice of termination is given by the Authority on or prior to the expiration of the Investigation Period and the County has not exercised its option to purchase under Section 13 of this Agreement, the Authority and the Company shall proceed toward Closing in accordance with the terms of this Agreement.

D. Within 30 days of the Effective Date of this Agreement, the Company agrees to provide to the Authority and the County copies of all reports, studies, tests, surveys and other written information regarding the Back Forty Property prepared by the Company or obtained by the Company from third parties, including, but not limited to any Phase I environmental reports or other environmental assessments. The Company shall also provide copies of all reports, studies, tests, surveys and other written information regarding the Back Forty Property in the possession of a third party which the Company can obtain by request including, but not limited to any Phase I environmental reports or other environmental assessments. Notwithstanding the foregoing, the Company shall have no obligation to provide any materials which are subject to attorney-client privilege. However, nothing shall be deemed to be subject to the attorney-client privilege as set out herein solely because an attorney has received the document or is copied on any communication.

E. The Authority acknowledges and agrees that it is relying on its own investigation of the Back Forty Property and that the Back Forty Property is being sold, and the Authority hereby agrees to accept the Back Forty Property, in "AS IS, WHERE IS, WITH ALL FAULTS" condition as of the Closing Date without reliance upon any representation, warranty or covenant whatsoever with respect to the Back Forty Property except as set forth in this Agreement.

4. CLOSING:

Except as otherwise agreed upon by the Company, the Authority (unless the County has exercised its Purchase Option), and the County (regardless of whether it has yet exercised its Purchase Option), the closing hereunder (the "Closing" or the "Closing Date") shall be held no earlier than thirty (30) days after the expiration of the Investigation Period and no later than ninety (90) days after the expiration of the Investigation Period, at such time and place as the Company and the Authority shall mutually agree. The time and date for Closing may be extended later by agreement between the Company and the Authority in writing. The Company will prepare and submit to Authority a special warranty deed ("Deed") to convey the Back Forty Property to the Authority at Closing. The Company will deliver the Deed at Closing free and clear of all liens and defects of title other than Permitted Exceptions, as defined in Section 5

below, in accordance with the terms of this Agreement. The Deed will provide that the conveyance is subject to all recorded easements, restrictions, reservations, covenants, conditions and/or agreements lawfully affecting the Back Forty Property at the time of Closing and as required by this Agreement and shall transfer to the Authority all easements and other rights benefitting the Property including the Back Forty Property including, but not limited to, the easement rights benefitting the Property by a Deed of Easement dated February 9, 1979 between Solite Corporation and General Motors Corporation at Deed Book 472, Page 253 and as shown in Plat Book 14, as modified in part by a Deed of Easement between North Club Partnership and General Motors Corporation dated March 12, 1987 at Deed Book 769, Page 563, for the right, among others, to construct and maintain facilities for the transmission and distribution of water as shown on the plat on and across TM # 25-1-1 as Water Conveyance Easement Hereby Granted (WCE) and shall also specifically include the following easements, restrictions and covenants which shall run with the land:

- A. Temporary Parking Easement. A non-exclusive easement shall be reserved in the Deed for the benefit of the Company over the temporary parking area identified on the Plat as "Private Temporary Parking Easement Hereby Reserved (TPE)" (the "Temporary Parking Area"). The Company may use this easement (the "Temporary Parking Easement") for the parking of vehicles and equipment reasonably necessary to support its operations on the neighboring property. The Temporary Parking Easement shall terminate three (3) months after written notice is given by the owner of the property on which the Temporary Parking Area is located (the "Parking Area Owner") subject to the covenant set out below regarding construction of an alternative parking area or payment of a fee having been met. Prior to any development occurring upon, or changes made to, the Temporary Parking Area so as to render the Temporary Parking Area unusable to the Company or to otherwise terminate the Temporary Parking Easement, the Parking Area Owner shall, at the Parking Area Owner's sole discretion, either construct or have constructed a replacement parking area on the Company Property as reasonably directed by the Company and at a capacity of no more than one hundred (100) parking spaces and at a cost not to exceed Two Hundred Thousand Dollars (\$200,000), or make payment or ensure payment is made to the Company, its successors, heirs, or assigns as applicable, in an amount equal to the reasonable costs which the Company incurs in constructing a replacement parking area on the Company Property at a capacity of no more than one hundred parking spaces in an amount not to exceed Two Hundred Thousand Dollars (\$200,000). Upon completion of such alternative parking area or such payment, this covenant shall no longer be enforceable by the Company against the Temporary Parking Area or its Owner and the Company shall without delay execute any documents the Parking Area Owner reasonably deems necessary to release the Temporary Parking Area from the terms of the Temporary Parking Easement and this covenant. The terms of this section shall survive the Closing.

The Temporary Parking Easement shall include the right of ingress and egress to the Temporary Parking Area as designated on the Plat and shall include the right to maintain the Temporary Parking Area and all utilities, fixtures, and improvements thereon. During the time the Temporary Parking Easement is in effect, the Company hereby agrees, without limitation, to be solely responsible for all the cost and expense of maintaining

and operating the Temporary Parking Area. The Company shall agree to seal and stripe the parking lot and that any further improvements shall not be made without the prior written consent of the Parking Area Owner which will not be unreasonably withheld or delayed. The Company agrees to indemnify the Parking Area Owner and its directors, supervisors, employees, and agents for, and to save the Parking Area Owner harmless against, any and all damages, costs, liabilities, judgments, proceedings and other obligations and claims of any kind (including, but not limited to, providing legal representation to defend against the same, and/or indemnification to the Parking Area Owner for its reasonable attorneys' fees incurred either in defense of any such claim, and/or in enforcing the provisions of this condition, and including, but not limited to, personal injury and environmental contamination of any kind) which may be imposed on, or asserted against, the Parking Area Owner at any time because of, or in connection with, the Company's condition, maintenance, operation and/or use of the Temporary Parking Area, or any portion of the Temporary Parking Area, at any time from the date the Parking Area Owner acquires title to the Temporary Parking Area; provided that the Company shall have no obligation of indemnification or defense with respect to any claims arising out of the negligence or misconduct of the Parking Area Owner or its agents or affiliates. The Company, at its sole cost and expense, shall for the duration of the Temporary Parking Easement carry and maintain a policy or policies of comprehensive general liability insurance insuring the Company against liability for personal injury, bodily injury, including death, and damage to property occurring in or about the Temporary Parking Area or arising out of the maintenance, use or occupancy thereof. The coverage shall list the Parking Area Owner as an additional insured on the policy as of the Closing. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall be written or endorsed so as to preclude the exercise of the right of subrogation against the Parking Area Owner. The policy shall be in a form reasonably acceptable to the Parking Area Owner and shall contain a provision requiring thirty (30) days' notice to the Parking Area Owner prior to termination. The limits of insurance shall not, however, limit the liability the Company nor relieve the Company from of any obligation under the Temporary Parking Easement. The terms of this section shall survive the Closing.

- B. Permanent Stormwater Easement. A permanent non-exclusive easement shall be reserved in the Deed for the benefit of the Company over the area identified on the Plat as "Private Stormwater Drainage Easement Hereby Reserved (SD)" and "Private Stormwater Management Easement Hereby Reserved (SWM)" (together the "Stormwater Easement"). The Stormwater Easement shall allow for the Company the right of ingress and egress over the parcel or parcels of the Back Forty Property over which the Stormwater Easement is located so as to cause the least damage reasonably possible to the Back Forty Property and least interruption reasonably possible to the activities occurring on the parcel or parcels to allow the Company to maintain the stormwater pipe, pumps and retention ponds (the "Stormwater Facilities") to adequately and lawfully address the stormwater runoff at minimum in the amounts attributable to the current improvements on the Company's Property and such future improvements as may be

constructed with the Authority's consent, not to be unreasonably withheld. The Stormwater Easement shall state that the Stormwater Facilities shall remain the property of the Company, and the Company shall be solely responsible for the maintenance of the Stormwater Facilities, unless and until the Stormwater Facilities are changed according to the terms herein. Unless and until the Stormwater Facilities are changed as allowed below, the Company shall indemnify the owner of the parcel or parcels of the Back Forty Property over which the Stormwater Easement is located and its directors, supervisors, employees, and agents for, and to save the owner of the parcel or parcels of the Back Forty Property over which the Stormwater Easement is located harmless against, any and all damages, costs, liabilities, judgments, proceedings and other obligations and claims of any kind (including, but not limited to, providing legal representation to defend against the same, and/or indemnification to the Company for its reasonable attorneys' fees incurred either in defense of any such claim, and/or in enforcing the provisions of this condition), which may be imposed on, or asserted against, the owner of the parcel or parcels of the Back Forty Property at any time because of, or in connection with, the maintenance, operation and/or use of the Stormwater Facilities by the Company; provided that the Company shall have no obligation of indemnification or defense with respect to any claims arising out of the negligence or misconduct of such owner or its agents or affiliates. The Stormwater Easement shall allow for the owner of the parcel or parcels of the Back Forty Property to connect to the Stormwater Facilities at no cost for the right to connect and, at their sole cost and expense, change any of the Stormwater Facilities to allow for the development of those parcels contingent upon the owner of the parcel or parcels of the Back Forty Property, at their sole cost and expense, adequately, lawfully, and continually maintaining, through any temporary and new Stormwater Facilities, the ability of the Stormwater Facilities to address at minimum the stormwater runoff amounts based on a ten year storm event attributable to the Company's improvements, current and such future improvements as may be constructed with the Authority's consent, not to be unreasonably withheld. Upon the Stormwater Facilities being used by parties other than the Company, the costs related to the maintenance of the Stormwater Facilities shall be shared as set forth below. The rights granted to the Company in the Stormwater Easement shall be subject to and contingent upon the Company meeting the terms set out herein. The terms of this section shall survive the Closing.

Should the Stormwater Facilities be utilized by an owner of the Back Forty Property as allowed in the Stormwater Easement, all who utilize the Stormwater Facilities, including, but not limited to, the Company, shall share the costs of maintaining the Stormwater Facilities equal to their proportionate share of the stormwater runoff based on a ten year storm event their property contributes to the Stormwater Facilities. The Company shall be responsible for administering this arrangement and performing the work unless the owner or owners of the Back Forty Property and the Company agree to form a property owner's association or to otherwise administer the arrangement pursuant to the terms set forth herein. The terms of this section shall survive the Closing.

The Stormwater Easement shall be non-exclusive and the Company and any owners of the Back Forty Property shall grant the necessary easements and rights necessary to allow

for the Company and any owners of the Back Forty Property to meet the requirements of all applicable laws and regulations regarding stormwater management, best management practices and any other such provisions of law or regulations specifically including, but not limited to, rights granted to the County which allow for maintenance if and when the Company, the Authority, or any other owner or owners of the Property fail to maintain the Stormwater Facilities. The terms of this section shall survive the Closing.

- C. Fence Construction. Prior to the completion of any development occurring upon any parcel or parcels of the Back Forty Property which shares/abuts the property line with the Company, the owner of any parcel or parcels which is being developed and shares/abuts the property line with the Company, shall, subject to all applicable law, rules, and regulations, construct and maintain on its property along the entire property line which shares/abuts the Company's Property, an eight foot (8 ft.) tall chain link fence measured by the actual height of the fence extending above the ground upon which it sits and not any other topography (the "Fence"). This shall be interpreted with the intention of securing and separating the activities of the Company from the activities of the abutting property owner and vice versa. This shall in no way be interpreted to require the Fence to extend across any roads or other improved sidewalks, paths or the like, providing ingress or egress to the Back Forty Property over existing or future right of ways or easements. The terms of this section shall survive the Closing.
- D. Access and Utility Easements. The Company shall grant to the Authority the access and utility easements necessary to access the property and provide utilities to the property more specifically set forth and described on the Plat as "Private Ingress/Egress Hereby Granted (IE)," "Private Ingress/Egress Grading, Buffer and Utility Easement Hereby Granted (IGBU)," "Public Grading & Utility Easement Hereby Granted (GU)." (together the "Access and Utility Easements") The Authority shall be responsible for fifty percent (50%) of the costs of maintenance of the roadways used for the purpose of ingress and egress to the Back Forty Property located within the Access and Utility Easements and the Company shall be responsible for fifty percent (50%) of the costs of maintenance of the roadways used for the purpose of ingress and egress to and from the Back Forty Property located within the Access and Utility Easements. These Access and Utility Easements shall provide that each owner of any parcel or parcels of the Back Forty Property which succeeds the Authority or the County, but not the Authority or the County, shall indemnify the Company, its affiliates and their directors, supervisors, employees, and agents for, and to save them harmless against, any and all damages, costs, liabilities, judgments, proceedings and other obligations and claims of any kind (including, but not limited to, providing legal representation to defend against the same, and/or indemnification to the Company for its reasonable attorneys' fees incurred either in defense of any such claim, and/or in enforcing the provisions of this condition), which may be imposed on, or asserted against, such indemnitees at any time because of, or in connection with, the maintenance, operation and/or use of the access and utility easements by such owner, its successors and assigns and their affiliates and agents; provided that such owner shall have no obligation of indemnification or defense with respect to any claims arising out of the negligence or misconduct of such indemnitee. The Authority shall be responsible for administering this arrangement and performing the

work unless the owner or owners of the Back Forty Property and the Company agree to form a property owner's association or to otherwise administer the arrangement pursuant to the terms set forth herein. The terms of this section shall survive the Closing.

5. TITLE:

Following the Effective Date, the Authority may, at the Authority's option and expense, obtain a commitment to issue title insurance (the "Commitment") for the Back Forty Property, together with complete copies of any and all items shown as exceptions in the Commitment. Upon its receipt of the Commitment, the Authority shall provide the Company with a copy of the Commitment in a timely manner. If a defect is found that is of such character that it can be remedied by legal action within a reasonable time, the Authority shall provide written notice of any such defects to the Company prior to the expiration of the Investigation Period. The Company shall at the Company's expense, promptly take such action as is necessary to cure the defect. If the Company is unable to have such defect corrected within the Investigation Period, then the Authority may terminate this Agreement. If the Authority elects not to terminate this Agreement, such defects shall be permitted as exceptions to title ("Permitted Exceptions"). The issuance of a title insurance policy to the Authority will be in lieu of any express or implied warranty of the Company concerning title the Back Forty Property, whether made herein or in the Deed or in any other document delivered at or in connection with the Closing. The Authority acknowledges and agrees that, from and after the Closing Date, its only remedy for damages incurred by reason of any defect in title to the Back Forty Property will be against the issuer of the title policy.

6. REPRESENTATIONS AND WARRANTIES:

6.1 The Company hereby represents and warrants to the Authority and the County as follows:

- (a) The Company is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.
- (b) Any and all actions necessary to enable the Company to enter into this Agreement, and to be bound hereby, have been duly taken.
- (c) The person or persons executing or attesting the execution of this Agreement on behalf of the Company has or have been duly authorized and empowered to so execute or attest.
- (d) The execution of this Agreement on behalf of the Company will bind and obligate the Company to the extent provided by the terms hereof.
- (e) The Company is a "United States person" (as defined in Section 7701(a)(30)(B) or (C) of the Internal Revenue Code of 1986, as amended (the "Code") for the purposes of the provisions of Section 1445(a) of the Code.

(f) There exists no litigation pending against the Company which if determined adversely, would materially and adversely affect the ability of the Company to carry out its obligations under this Agreement or the transactions contemplated hereunder.

6.2 The Authority hereby represents and warrants to the Company and the County as follows:

(a) The Authority is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(b) Any and all actions necessary to enable the Authority to enter into this Agreement, and to be bound hereby, have been duly taken.

(c) The person or persons executing or attesting the execution of this Agreement on behalf of the Authority has or have been duly authorized and empowered to so execute or attest.

(d) The execution of this Agreement on behalf of the Authority will bind and obligate the Authority to the extent provided by the terms hereof.

(e) There exists no litigation pending against the Authority which if determined adversely, would materially and adversely affect the ability of the Authority to carry out its obligations under this Agreement or the transactions contemplated hereunder.

6.3 The County hereby represents and warrants to the Company and the Authority as follows:

(a) The County is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(b) Any and all actions necessary to enable the County to enter into this Agreement, and to be bound hereby, have been duly taken.

(c) The person or persons executing or attesting the execution of this Agreement on behalf of the County has or have been duly authorized and empowered to so execute or attest.

(d) The execution of this Agreement on behalf of the County will bind and obligate the County to the extent provided by the terms hereof.

(e) There exists no litigation pending against the County which if determined adversely, would materially and adversely affect the ability of the County to carry out its obligations under this Agreement or the transactions contemplated hereunder.

7. EVIDENCE OF AUTHORITY:

Prior to Closing, if requested, the Company shall present evidence satisfactory to Authority's title insurance company with respect to the right, power and authority of designated representative(s) to execute the closing documents and consummate the sale of the Back Forty Property on behalf of the Company.

8. POSSESSION:

The Authority shall obtain possession of the Back Forty Property at Closing.

9. CONDITION OF PROPERTIES; INDEMNITY:

The Company represents and warrants that it has done nothing to introduce any hazardous materials onto the Back Forty Property. In addition, to the best of the Company's knowledge, no hazardous materials exist on the Back Forty Property or affect the Back Forty Property other than those hazardous materials which the Company hereby agrees it shall disclose to the Authority within thirty (30) days of the Effective Date of this Agreement. The Company agrees to indemnify the Authority, the County, their directors, supervisors, officers and employees, (collectively called "Indemnities") for, and to save all of them harmless against, any and all damages, costs, liabilities, judgments, proceedings and other obligations and claims of any kind (including, but not limited to, providing legal representation to defend against the same, and/or indemnification to the Authority and the County for their reasonable attorneys' fees incurred either in defense of any such claim, and/or in enforcing the provisions of this condition), including, but not limited to, environmental contamination of any kind, which may be imposed on, or asserted against, any of the Indemnities at any time because of, or in connection with, any hazardous materials introduced by the Company onto the Back Forty Property, at any time from the date the Company acquired title to the Back Forty Property until Closing; provided that the Company shall have no obligation of indemnification or defense with respect to any claims arising out of the negligence or misconduct of any Indemnitee. The Authority acknowledges that the Company's purchase of the Back Forty Property is subject to the terms and conditions of the RACER Agreement. The Authority agrees to be bound by the acknowledgements, waivers and releases, excepting any provision or provisions requiring the Authority to indemnify another party and excepting any provisions that would obligate the Authority to violate the Virginia Freedom of Information Act or any other applicable law, set forth in the RACER Agreement, including without limitation such terms set forth in Article 8 of the RACER Agreement, for the benefit of the Company, RACER and their Affiliates, as that term is defined in the RACER Agreement, in the same manner and to the same extent as the Company is bound to RACER and its Affiliates under the RACER Agreement; provided that the Authority's obligations under the RACER Agreement shall be limited to the extent applicable to the Back Forty Property. In the event of a conflict between such terms of the RACER Agreement and the terms of this Agreement, the terms of this Agreement shall control. The terms contained in this section shall survive the Closing.

10. COSTS: The Company shall pay the "Grantor's tax" on the Deed the costs of curing title defects the Authority elects to cure other than Permitted Exceptions, and its own attorney's fees. The Authority shall be responsible for all other costs to complete the transactions contemplated in this Agreement, including without limitation: all recording fees for the Deed other than, the Grantor's tax, including all other state, county and local transfer taxes; the cost of the Commitment and any title policy insuring the Authority; the cost of any survey and other Inspections; and the Authority's own attorney's fees. Except as otherwise provided herein, all real property taxes of any kind customarily adjusted upon the sale of a property similar to the Back Forty Property will be prorated and adjusted on the due date basis, paid in advance, with the Authority being responsible for all such taxes allocable to the period commencing from and after 12:01 am (Spotsylvania County time) of the Closing Date, and the Company being

responsible for all such taxes allocable to the period prior to and including 11:59 pm (Spotsylvania County time) of the day before the Closing Date, in each case regardless of when such taxes are actually due and payable without penalty or interest.

11. BROKERS:

The parties each warrant to the other that no real estate brokers or sales agents are involved in this transaction.

12. ASSIGNMENT, LIMITS, SURVIVAL:

A. This Agreement may not be assigned without the prior written consent of all the other parties to this Agreement.

B. This Agreement shall be binding upon the parties, their successors and assigns, or upon their heirs, legal representatives and assigns, as the case may be.

C. Any provision calling for obligations continuing after Closing shall survive delivery of the Deeds and not be deemed merged into or replaced by any deed, whether or not the deed so states.

13. OPTION TO PURCHASE:

The Authority and the Company hereby grant the County the option to purchase the Back Forty Property ("Purchase Option") for the purchase price of One Dollar (\$1.00). To exercise the Purchase Option, the County must give the Authority and the Company notice prior to the expiration of the Investigation Period. Upon the exercise of the Purchase Option, the County may, by written notice to the Company, extend the Investigation Period for an additional period of thirty (30) days. If the Purchase Option is exercised, the Authority's rights to purchase the Back Forty Property under this Agreement shall terminate and Closing with the County shall occur no earlier than thirty (30) days after the expiration of the Investigation Period and no later than ninety (90) days after the expiration of the Investigation Period, at such time and place as the County and the Company shall mutually agree. The time and date for Closing may be extended later by agreement between the County and the Company in writing. Upon the exercise of the Purchase Option, all of the rights and obligations provided to the Authority herein shall immediately, without more, vest with and bind the County. The Company will deliver the Deed at Closing free and clear of all liens and defects of title other than those approved by the County in accordance with the terms of this Agreement. The Deed will provide that the conveyance is subject to all recorded easements, restrictions, reservations, covenants, conditions and/or agreements lawfully affecting the Back Forty Property at the time of Closing and as required by this Agreement and shall specifically include the easements, restrictions and covenants which shall run with the land as set forth in this Agreement.

14. NOTICES:

A. Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery.

B. The date such notice shall be deemed to have been given shall be the date of receipt, the first calendar day after the date sent by courier, express or overnight ("next day delivery") service, or

the third calendar day after the date of the postmark on the envelope if mailed, whichever occurs first.

C. Notices shall be sent to:

If to the Company, to:

11032 Tidewater Trail, LLC
11032 Tidewater Trail
Fredericksburg, VA 22408
Attention: General Manager

with a copy to:

idX Corporation
One Rider Trail Plaza Drive, Suite 400
Earth City, MO 63045
Attention: General Counsel

and a copy to:

idX Corporation
990 Lacy Lane
Midway, Utah 84049
Attn: Scott Stewart

If to the County to:

County Administrator
9104 Courthouse Road
Spotsylvania, VA 22553

with a copy to:

County Attorney
9105 Courthouse Road
Spotsylvania, VA 22553

If to the Authority to:

Chair, Spotsylvania County Economic Development Authority
9019 Old Battlefield Boulevard
Suite 310
Spotsylvania, VA 22553

with copy to:

Hefty Wiley & Gore, P.C.
100 West Franklin Street, Suite 300
Richmond, VA 23220

15. TIME OF ESSENCE: Time shall be considered of the essence to all parties for all activities undertaken or required under this Agreement.

16. RIGHTS, DUTIES PENDING CLOSING:

A. Pending Closing, unless otherwise agreed to in writing by the Authority, the Company shall commit no waste of the Back Forty Property, nor shall the Company knowingly do or permit any action that will encumber or impair the title to the Back Forty Property, including but not limited to entering into any new agreements, easements, dedications or other undertakings with respect to the Back Forty Property, or any part thereof, entering into any new lease of any of the Back Forty Property or constructing or agreeing to have constructed any building or structure or other improvement on the Back Forty Property.

B. Risk of loss for any casualty (substantial or material damage to or complete destruction of the Properties) shall remain with the Company, until actual Closing under this Agreement.

C. Should the Authority, or the County as applicable, determine at any point after the Investigation Period but prior to Closing in their sole and absolute discretion for any reason that the Back Forty Property is not suitable for their use, the Authority or the County, as applicable may terminate this Agreement by providing written notice to the Company.

17. GOVERNING LAW: This Agreement will be governed by and construed according to the laws of the Commonwealth of Virginia.

18. RULES OF CONSTRUCTION:

A. In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

B. All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

C. The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

D. Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

E. If any date for performance of any obligation hereunder falls on a Saturday, Sunday or nationally established or Virginia legal holiday, the time for performance of such obligation shall be extended until the next business day following such date.

19. ENTIRE UNDERSTANDING: This Agreement amends and restates any and all prior versions of this Agreement in its entirety, and contains the entire understanding between the parties and cannot be modified except by a subsequent writing signed by the party or parties to be bound.

20. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but a single instrument.

21. WARRANTIES: At Closing the Company shall convey, assign, and otherwise transfer to the Authority and ensure that the Authority receives the benefit of any and all third party warranties and guaranties provided to the Company which benefit the owner of the Back Forty Property.

22. CONTINUED LIABILITY: The parties hereto agree that the terms surviving Closing herein shall continue to bind the parties' heirs, successors, and assigns.

23. DEVELOPMENT BY AUTHORITY: The Authority hereby covenants and agrees that should the Authority acquire the Back Forty Property, it shall not develop the Back Forty Property or otherwise transfer any interest in the Back Forty Property, including, but not limited to, any lease or license, without the express consent of the Board of Supervisors of Spotsylvania County. The terms contained in this section shall survive the Closing.

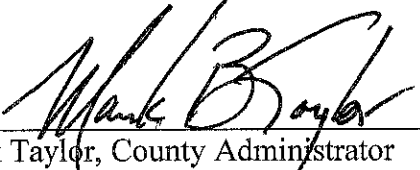
24. SUBJECT TO APPROPRIATIONS: Any obligation of the Authority to undertake the activities set out herein or to incur liability hereunder is specially conditioned upon the County providing funding on a timely basis to the Authority and; provided, however, that any County obligation is subject to appropriation by the County Board of Supervisors and availability of funds. Any obligation of the County to undertake the activities set out herein or to incur liability hereunder is specially conditioned upon and subject to an appropriation of funds by the County Board of Supervisors upon a no less than frequent basis of once per fiscal year. The terms contained in this section shall survive the Closing.

25. FURTHER ASSURANCES: After the Closing Date and to the extent permitted by law, the parties will execute and deliver such further documents and do such further acts and things as may reasonably be required to carry out the intent, purpose and requirements of this Agreement and the RACER Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, hereto agree and have executed this Purchase and Sale Agreement as of the date first written above.

COUNTY OF SPOTSYLVANIA, VIRGINIA a political subdivision of the Commonwealth of Virginia

By: _____


Mark Taylor, County Administrator

Approved as to Form:

By: 
County Attorney


11032 TIDEWATER TRAIL, LLC, a Delaware limited liability company

By: 
Fritz Baumgartner, EVP & CFO

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF SPOTSYLVANIA,
VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: 
Chairman

Approved as to Form:

By: 
Counsel to the Economic
Development Authority of
The County of Spotsylvania