

Commercial Letter of Intent

On June 12th, 2016 (date of this agreement), Fresh Start Property Solutions LLC, and/or Assigns, as “Buyer”, agrees to buy and Kain Road Inc. as “Seller”, agrees to sell the property commonly known as 12198 Kain Rd, Glen Allen, VA 23059. The Property is in Henrico County, Virginia. Seller agrees to deliver the property in its present AS-IS condition, except as otherwise specified herein. Seller has disclosed that property contains wet land areas and warrants that he knows of no latent defects, no exact flood plains, issues, studies or other problems with the property.

1. Purchase Price. The purchase price shall be One Million Fifty Thousand Dollars.

2. Deposit. Ten Thousand Dollars as a Nonrefundable Option Fee only if the feasibility study allows for a minimum of eight buildable lots zoned as R2. All feasibility studies will convey to seller as part of the project to include, surveys.

3. Conditions of Purchase. In connection therewith, Purchaser has One Hundred Twenty Days to completed the feasibility period for said inspections and studies by a development company at purchasers expense If applicable, such studies shall include, but not limited to, engineering, soil, environmental, and financial investigations, and a physical inspection of the improvements. Seller provided to Purchaser at the commencement of the feasibility period, if applicable, contracts, leases, rent rolls, financial statements and other information relating to the leasing and operations of the Property.

4. Closing. Closing shall occur within One Hundred Twenty days after the ratification of this agreement. Notwithstanding the foregoing, if closing does not occur by October 31st, 2016 then either party may terminate the Purchase Agreement and Purchaser shall receive a full refund of the deposit.

5. Brokerage Commission. Rupesh Bharad, agent with TBA RVA Realty Inc and N/A, agent with N/A, shall be paid at closing by Seller the commission as outlined in the listing agreement.

6. Seller Warranties. The Purchase Agreement shall be subject to the following Seller warranties:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in

equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The property is connected to a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of

Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. Seller knows of no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest related to the use or possession of the Property or any part thereof, except as follows: Rental Agreement that can be terminated at sellers prerogative.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that are not terminable at will, except as follows: Rental Agreement that can be terminated at sellers prerogative.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

J. Condition of Property. The Property shall be sold in "AS IS" condition.

7. Closing Costs/Prorations. Each party hereto shall pay their own legal fees and costs in connection herewith. Seller shall pay the grantor's tax, brokerage commission and all costs incurred for clearing any title or survey objections to the Property. Customary prorations shall be made as of the closing date, including, if applicable, real estate taxes, rents, assessments and security deposits.

This is a legally binding agreement, if not understood, please consult an attorney.

Seller:

Buyer:

