COMMERCIAL REAL ESTATE PURCHASE CONTRACT

This **CONTRACT OF PURCHASE** made as of this 20th day of APRIL, 2001, by and between **PATRICIA PERRIN** (hereinafter called **"Seller"**), and **ASHLAND CHRISTIAN EMERGENCY SERVICES, INC., a Virginia non-profit corporation** (herein called **"Purchaser"** and/or **"ACES"**); and

W I T N E S S E T H:

Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, all that certain tract of land with all buildings and improvements thereon and appurtenances thereunto belonging, lying and being in the **Town of Ashland, County of Hanover, Virginia**, and briefly described as **.25 acre, more or less, behind the ACES building at 507 Caroline Street, Ashland, Virginia 23015, and as set forth in that Deed recorded in the Clerk's Office, Circuit Court, Hanover County, Va., at Deed Book 405, page 798** (hereinafter called **"the Property"**).

The TERMS and CONDITIONS of this CONTRACT are as follows:

1. Purchase Price. The total purchase price (herein called **"the Purchase Price"**) for the Property is NINE THOUSAND and 00/100 Dollars **($9,000.00)**, payable by Purchaser to Seller all in cash at settlement.

2. Deposit. Purchaser has made a Deposit with the Seller of FIVE HUNDRED and 00/100 DOLLARS (**$500.00**), ( ) in cash or (**XX**) by check, contemporaneously with the execution and delivery hereof by Purchaser, receipt of which is hereby acknowledged. The Deposit is to be applied to the Purchase Price at settlement, or may be refunded to Purchaser or retained by Seller in accordance with the provisions of this Contract.

3. Title to the Property. Seller shall transfer and convey to Purchaser a good and marketable fee simple title to the Property, with General Warranties and English Covenants of Title, free and clear of all encumbrances, tenancies, liens, leases and other matters of title not approved by Purchaser as herein provided. Purchaser shall have until settlement to survey the Property and to examine title thereto at their expense and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy such objections at their expense, and Seller agrees to use their best efforts to do so. If Seller is unable to so satisfy such objections within such reasonable time, then either party, by written notice to the other, shall have to option either (i) to terminate this Contract, whereupon the Deposit shall be returned forthwith to Purchaser by Seller, or (ii) to waive the foregoing right and enforce their remaining rights to purchase the Property as herein provided with an appropriate reduction in the Purchase Price reasonably acceptable to Purchaser and Seller to reflect the fact that such objections could not be corrected.

4. Condition and Risk of Loss to Property. Seller agrees that the Property including all improvements located thereon shall be in substantially the same condition on the date of settlement as at the time of execution of this Contract. All risk of loss as a result of any exercise of any power of eminent domain or by reason of fire or other casualty shall remain on Seller until settlement and delivery of all instruments required under this Contract. In the event of any taking of the Property or any part thereof by an exercise of the power of eminent domain or by purchase in lieu thereof, or in the event of any loss or damage to the Property by reason of fire or other casualty, Purchaser may terminate this Contract, in which event the Deposit shall be returned forthwith to Purchaser by Seller, and all rights to receive condemnation awards or insurance proceeds, as the case may be, shall belong to and remain with Seller.

5. Inspections. Purchaser has already inspected the Property to its satisfaction, and accepts the Property **"AS IS"**; and Seller conveys the Property **"AS IS"** with the representation that there are no underground oil or gasoline tanks on the Property. If such underground fuel tanks exist on the Property, Seller shall remove such as required by State and Federal law, or Seller shall at her expense furnish Purchaser with evidence from a reputable company dated not more than thirty (30) days prior to settlement that the underground storage system is sound, intact and does not and has not leaked.

6. Possession and Settlement. Possession of the Property shall be given to Purchaser at settlement. Settlement shall be made at the offices of **Lane & Hamner, P.C.**, 3520-A Courthouse Road, Richmond, Virginia 23236, or **603 England Street, Ashland, Virginia 23005**, on or before **JUNE 25, 2001** , or as soon thereafter as necessary to cure any title defect. At settlement, Purchaser shall pay to Seller the Purchase Price as provided for herein, and Seller shall simultaneously deliver to Purchaser or their representatives a Deed of General Warranty with English Covenants of Title (herein called "the Deed") conveying title to the Property, subject to the provisions of paragraph 3., and as otherwise provided for herein, and a 120-day mechanics' and materialmen's affidavit in favor of Purchaser's title insurance company.

Seller shall pay the Grantor's tax imposed upon recordation of the Deed, as well as their own attorneys' fees, and the cost of preparing the Deed and the IRS 1099-B reporting requirements.

7. Prorations. All taxes and assessments, both general and special, interest, insurance premiums and escrow deposits, if any, shall be prorated as of the date of settlement.

8. Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, and successors. This contract may NOT be Assigned by Purchaser.

9. Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by any part with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof, except as otherwise may be herein provided. A waiver by either party of any covenant, condition or agreement to be performed by the other party must be in writing and shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

10. Entire Agreement. This Contract shall be construed according to the laws of the Commonwealth of Virginia. In the absence of a specific provision to the contrary, the party upon whom an obligations imposed shall perform the obligation at their expense. Headings relating to the contents of particular paragraphs are inserted for reference and convenience and are not to be construed as a part of the particular paragraph to which they refer. This Contract, together with any referenced exhibits contains the entire agreement between Seller and Purchaser relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Contract shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality a this Contract.

11. Remedies. If this Contract is not consummated on account of default by Purchaser in the performance of any of their obligations or agreements hereunder, then Seller shall have recourse to any and all legal and equitable remedies against Purchaser for any loss and damages, including specific performance. In the event the sale contemplated hereunder is not consummated due to such defaults of Seller, Purchaser, at their option, may either (i) terminate this Contract, whereupon Seller shall return the Deposit to Purchaser, or (ii) have recourse to remedies provided at law or in equity, including specific performance of this Contract by Seller.

12. Access. Purchaser shall have the right at all reasonable times, as coordinated prior to entry with Seller, to enter the Property personally or through agents, employees and contractors as desired to inspect and examine the Property.

13. Mechanic's Lien Notification. Virginia law (Va. Code Ann. Section 43-1, et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

14. Title Insurance Notification. The Purchaser may wish at Purchaser's cost to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanic's and materialmen's liens for labor and materials performed prior to closing and which, though not recorded at the time of recordation of the Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

15. Contingencies. This Contract is subject to the following: **NONE**, except as above stated.

16. Personal Property. The following fixtures and items of personal property are included in this sale as a part of the Purchase Price above stipulated: All trees, shrubs and flowers, all sheds and out buildings, if any.

17. Agency Disclosure. The Seller and Purchaser each confirm that their is no agency relationship by either party to this agreement with any realtor or broker; and that there are no brokerage fees due by either party.

WITNESS the following signatures and seals.

PURCHASER:
ASHLAND CHRISTIAN EMERGENCY SERVICES, INC.,
a Virginia non-profit corporation

Date: _____, 2001 BY: _____(SEAL)
Office: _____

SELLER:

Date: _____, 2001 _____(SEAL)
PATRICIA PERRIN

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