

PROPOSAL TO PURCHASE REAL ESTATE

Date - _____

Mr. Donald G. Pendleton
Consensus Real Estate Services, LLC
1100 Commerce Street
P.O. Box 146
Lynchburg, VA 24505

**RE: Property of Oakwood Country Club, Inc.
65 +/- Acres at Rivermont Avenue, Link Road & Boonsboro Road
Lynchburg, VA**

Dear Sir:

This letter constitutes a proposal to purchase by _____
("Buyer"), for the real property as noted above (the "Property") from Oakwood Country Club,
Inc. or an affiliate ("Seller") in response to the RFP (Request for Proposals) tendered by the
Seller on the following terms and conditions

1. TOTAL PURCHASE PRICE: _____ Dollars (\$_____.00)
2. DEPOSIT: _____ Dollars (\$_____.00)
 _____ Dollars (\$_____.00) of Deposit is Refundable
 _____ Dollars (\$_____.00) is not Refundable
3. CLOSING DATE OR CONTINGENCIES TO BE MET PRIOR TO CLOSING:
 _____ (attach detailed description if necessary).
4. SOURCE OF FUNDS _____
5. The subject property is offered strictly on an "as is" basis. Oakwood Country Club, Inc., or any related companies, offers no warranties, specific or implied, as to the condition of the structures, any systems or structural items, or any materials contained within or on the property.
6. Any information provided by the Seller, or the Seller's representatives with respect to the property has been acquired from sources believed reliable, but it is not guaranteed.
7. The acceptance or rejection of any proposal is at the sole discretion of the Seller. None of the terms of this proposal shall be binding until both parties have executed a

Purchase and Sale Agreement. After the close of the offering and the selection of the successful proposal a Purchase and Sale Agreement will be prepared by the Seller to include the details of the successful proposal.

8. NOTWITHSTANDING LOCAL CUSTOM OR NORM, with reference to the Closing, Buyer shall pay the cost of recording the Deed(s) conveying the Property into Buyer; any reimbursement due Seller on the current year's prorated taxes; Buyer's own attorney's fees and all escrow and closing fees charged by the Title Company or Escrow Company, if any. With reference to the Closing, Seller shall pay (or adjust the closing statement for) the cost of any unpaid real estate taxes prorated through the closing date; seller's own attorney's fees.
9. (Check either item 1 or 2)
 - (1) _____ Buyer represents that it has not engaged any broker or agent as its agent or representative in this transaction.
 - (2) _____ buyer has engaged _____ as its broker or agent ("Buyer's Broker") in this transaction. Buyer _____ is _____ is not paying any fee or commission due Buyer's Broker.
10. Buyer makes this proposal with knowledge and concurrence that either party reserves the right in its sole and absolute discretion, not to make or reject any or all proposals, to decline to furnish Information and either party can terminate discussions and negotiations with the other at any time.
11. As it relates to the contract the following information should be included in the Purchase and Sale Agreement.

Seller's Broker:

Consensus Real Estate Services, LLC
Attn: Donald G. Pendleton, Broker
1100 Commerce Street
P.O. Box 146
Lynchburg, VA 24505
Phone (434) 846-6585
Fax: (434) 528-0403
Email: mail@consensusrealestate.com

Seller's Information :

Oakwood Country Club, Inc.
3409 Rivermont Avenue
Lynchburg, VA 24503

Buyer's Information:

Attn:

Phone

Fax

Email:

12. This proposal to purchase is contingent upon the following:

a.) _____

b.) _____

13. Other terms and conditions:

14. Please describe by attachment similar real estate investments or development projected completed by the prospective buyer within the last ten years.

Submitted By:

Buyer: _____

Name: _____

Title: _____

Date: _____

Three (3) copies of this "Proposal To Purchase Real Estate" should be sent with supporting materials to Consensus Real Estate Services, LLC, Attn: Oakwood, P O Box 146, Lynchburg, VA 24505 or delivered to 1100 Commerce Street, Lynchburg, VA 24504 to arrive by 5:00 p.m. no later than December 1, 2008.