

It's Your Move Event Promotional Offer
Disclaimer

The following terms and restrictions apply to the "It's Your Move Event" promotional offer (the "**Offer**").

From October 15, 2018, to November 15, 2018 (the "**Promotional Period**"), purchasers who enter into a purchase contract for a new "to-be-built" Van Metre home ("**New Home**") will receive **one** of the following promotional gifts, as applicable ("**Promotional Gift**"): (a) Gift Certificate for \$4,000 redeemable at JK Moving, located at 44112 Mercure Circle, Sterling VA 20166 ("**JK Moving**"), in connection with the purchase of a single-family detached New Home or (b) a Gift Certificate for \$2,500 redeemable at JK Moving, in connection with the purchase of a townhome or multi-family New Home. To qualify for the Promotional Gift, (1) a purchaser must enter into a purchase contract for a New Home during the Promotional Period, and such purchase contract must thereafter be accepted in writing within the Promotional Period by the applicable authorized officer of seller of the New Home (the "**Authorized Officer**"), as provided in the purchase contract, (2) a purchaser must fully perform under the accepted purchase contract, and (3) settlement under the accepted purchase contract must occur as provided in the accepted purchase contract. The Promotional Gift shall be earned **ONLY** if the foregoing conditions are satisfied, as determined by the seller of the New Home in its sole discretion. If the purchaser defaults at any time under the terms of the purchase contract for the New Home, the Promotional Gift shall be forfeited. If the purchase contract is not accepted by the Authorized Officer as provided in the purchase contract, then the Offer shall be null and void. **THE OFFER IS A LIMITED TIME OFFER AND MAY BE WITHDRAWN AT THE DISCRETION OF VAN METRE HOMES WITHOUT PRIOR NOTICE. PRICES AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE OFFER IS NOT AVAILABLE FOR PURCHASE CONTRACTS EXECUTED BY PURCHASERS PRIOR TO OCTOBER 15, 2018, OR TO PURCHASERS WHO DEFAULT UNDER A PURCHASE CONTRACT WITH A VAN METRE COMPANY FOR ANOTHER HOME. THE OFFER DOES NOT APPLY TO VAN METRE HOME SOLUTIONS (D/B/A VM DESIGN + BUILD) PROJECTS OR TO "SPEC HOMES".** For information about New Homes, please contact a Van Metre New Homes Division sales manager.

The Promotional Gift to be awarded to purchaser varies based on home type. For information about the amount of gift credit applicable to a certain home, please contact a Van Metre sales manager. The Promotional Gift will be awarded to the purchaser, if earned, at settlement of the purchase contract. In no event shall a purchaser be entitled to any Promotional Gift if full settlement of the purchase contract does not occur for any reason, except if directly resulting from a "Seller Default" as defined under the purchase contract and provided that no default by the purchaser shall exist thereunder. **ONLY ONE PROMOTIONAL GIFT IS OFFERED PER NEW HOME PURCHASED, NOTWITHSTANDING THE NUMBER OF PURCHASERS FOR A SPECIFIC NEW HOME.** The Promotional Gift may not be split, assigned, conveyed, or transferred to any third party. If more than one individual is listed as a purchaser on a purchase contract for a New Home, the Promotional Gift, if earned, shall be deemed awarded collectively to the individuals who are listed as purchasers under such purchase contract. Purchasers shall not be entitled to any rebate, refund or other consideration in connection with the Promotional Gift or in the event the full value of the Promotional Gift is not used towards purchases at JK Moving. The seller of the New Home under the purchase contract shall have the right but not the obligation, in its sole and absolute discretion, to substitute a \$2,500 closing credit for townhome and multifamily New Homes or a \$4,000 closing credit (for single-family detached New Homes in lieu of the Promotional Gift if in such seller's sole judgment (i) the Gift Certificate is unavailable at the time of settlement of the purchase contract; or (ii) such substitution is necessary to effect settlement of the purchase contract, including, but not limited to, in order for the purchaser to obtain financing for the New Home. Purchasers shall not be entitled to any exchange, rebate, refund or other consideration if the full value of the Promotional Gift is not used. Purchasers shall not be permitted to redeem the Promotional Gift, or any portion thereof, for cash.

Certain lender restrictions may apply with respect to the Promotional Gift, including, but not limited to, the appraised value of the New Home may be reduced by the value of the Promotional Gift. If a purchaser fails to qualify for financing for the purchase of a New Home, and such failure is the result of the appraised value of the New Home being reduced by the value of the Promotional Gift, then the purchaser shall provide written notice of the same to the seller of the New Home, and the seller shall have the right but not the obligation, in seller's sole and absolute discretion, to substitute a closing cost credit (in the applicable amount set forth above) for the New Home in lieu of the Promotional Gift. All taxes, assessments and transfer fees that result from the purchaser's receiving the Promotional Gift, if any, will be the sole responsibility of the purchaser. None of the Van Metre companies or any of their affiliates, agents, employees, officers, directors, or principals makes any representation or warranty with respect to the tax effect

of the Promotional Gift for purchasers. Purchasers should consult an accountant or tax attorney for tax advice with respect to the Offer and the Promotional Gift selected.

Purchasers acknowledge that JK Moving is a third party and may impose additional terms and restrictions not stated herein, and purchasers shall comply with such additional terms and restrictions.

THE VAN METRE COMPANIES NOR ANY OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS SHALL BE LIABLE TO PURCHASERS OR ANY OTHER PERSONS FOR, AND THE VAN METRE COMPANIES AND ALL OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS ARE HEREBY RELEASED FROM, ANY REMEDY, LIABILITY, DAMAGES, COSTS, OR LOSSES WHATSOEVER RELATING IN ANY WAY TO THE PROMOTIONAL GIFT, INCLUDING ANY PART THEREOF, WHETHER ARISING UNDER THESE TERMS OR APPLICABLE LAW, INCLUDING CONTRACT, TORT, STATUTORY, OR ANY OTHER LAW. THE OFFER IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO ANY CHOICE OF LAW PROVISION. ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF, OR RELATING TO, THE OFFER OR THE PROMOTIONAL GIFT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE (COLLECTIVELY, THE “CLAIMS”) WILL BE DECIDED CONCLUSIVELY BY THE GENERAL DISTRICT COURT OR CIRCUIT COURT OF THE JURISDICTION WHERE THE NEW HOME IS LOCATED, AND TRIAL BY JURY AS TO ANY CLAIM IS HEREBY WAIVED BY PURCHASERS AND APPLICABLE SELLERS OF NEW HOMES.