

VIRGINIA EASEMENT EXCHANGE, L.L.C.

530 WOODLEY LANE
BERRYVILLE, VA 22611
TELEPHONE (540) 364-8071
EMAIL: JEANTAXCREDIT@GMAIL.COM

BUYER APPLICATION

Applicant Information:

Name (please use full legal name)

Address:

Phone: _____ Fax: _____

Email: _____

If an Entity, Type of Entity: _____

SSN/EIN: _____

Tax Credit Information:

Enter the dollar amount of credit you wish to purchase. **Please note that the Virginia Department of Taxation will register the credit in the name and social security number of the applicant listed above.** Also, please note that the amount of credit you may purchase is subject to certain limitations and is dependent on your individual tax situation. Please consult your tax advisor as to the appropriate amount of credit to purchase.

Amount of Credit: \$ _____

Purchase Price: \$ _____ (Check Enclosed)
(Please make check payable to the "Virginia Easement Exchange, L.L.C.")

Introduced by: _____

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Applicant Agreements and Representations:

1. I understand that the Virginia Easement Exchange, LC (the "Exchange") is not representing me with regard to the sale and transfer of the tax credits. I understand that this Application constitutes a request to purchase tax credits (**AS AN OFFER ONLY**) and does not constitute a binding contract to purchase tax credits.
2. I also agree that the Exchange is operated solely for the purpose of facilitating the transfer of Virginia tax credits between buyers and sellers, and the Exchange, and its members, managers, agents and representatives, are not providing me with legal, tax or valuation advice with respect to any of the transactions contemplated hereunder.
3. I agree that the Exchange, and its members, managers, agents and representatives: (a) did not originate the easement or the tax credits; (b) are not appraisers and have not appraised the value of the easement or the tax credits; and (c) have not made, and are not making, any representations, warranties or statements to me (us) of any type or nature, and I am not relying on any representations, warranties or statements of the Exchange.
4. I understand that I have been advised to seek tax, legal and other professional advice regarding this transaction, and that we have either relied on our own advisors regarding the purchase of the tax credits or have chosen not to seek such advice. I hereby agree that we may not rely, and have not relied, on the Exchange regarding any legal, tax, accounting or valuation matters with respect to the purchase of the tax credits.
5. I hereby agree that I will be required to sign, execute and deliver a Tax Credit Exchange Agreement and Assignment of Tax Credit for the purchase of the tax credits. Such Agreement and Assignment will provide that the seller represents to me and the Exchange that the tax credit is a valid and acceptable tax credit and that the seller will indemnify me for the purchase price in the event that the credit is determined not to be valid by the Internal Revenue Service or the Virginia Department of Taxation. I also agree that I will hold the Virginia Easement Exchange, LC and its members, harmless in this transaction, and that my sole recourse in the transaction is against the Seller.
6. The Exchange will place any money received with this Application into escrow in the nature of a deposit and will submit your request to interested sellers. I understand that if a seller agrees to my offer, the Exchange will send to me a binding Tax Credit Exchange Agreement and Assignment of Tax Credit for review and signature. If no seller agrees to my offer, the Exchange will promptly return my deposit, and will have no further liability or obligation of any type or nature to me.

IN WITNESS WHEREOF, I (we) have hereunto signed this Application on the date written below:

Date Signed