

AGREEMENT OF SALE

This Agreement of Sale made this _____ day of _____, 2010 by and between Forino Co., L.P. (“Seller”) and _____ (“Purchaser”) having an address of _____ (telephone: _____) (e-mail: _____)

Witnesseth:

1. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase: All that certain tract of land being Lot number _____, as shown on that certain plat of Hearthstone Lakes dated the _____ day of _____ and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book _____ at Page _____ (the “Property”). Together with the dwelling house to be erected thereon described as follows:
Model: _____ (together the “Premises”) Hand of House: _____
Street Address: _____ Facing Street: _____
2. Addendum
The sale is contingent upon the Purchaser’s sale of their home as set forth in the Sale of Home Contingency Addendum. _____ yes _____ no.
3. Dwelling Completion
A dwelling has been or shall be constructed by Seller in accordance with the plan type including extras (if any) as shown on the attached Sales Agreement Pricing Addendum (the “Dwelling”). Seller has constructed or shall construct the Dwelling substantially in accordance with Seller’s plans and specifications, which supersede model home displays, if any. If Seller is unable to obtain the exact materials or fixtures specified in the plans, specifications or Sales Agreement Pricing Addendum through Seller’s ordinary or usual sources of supply, Seller shall have the right to substitute materials of similar pattern, design and quality. Should an option become unavailable or Seller not install an option selected by Purchaser, Seller shall refund the dollar amount of the option not installed at closing. Seller shall also have the right to make other changes as may be necessary, required or authorized by the governmental authorities having jurisdiction over the Property. Seller is not required to notify Purchaser of the substitution of materials or fixtures unless it materially affects the quality or value of the Dwelling. Final inspection and approval by either the Federal Housing Administration, Veterans Administration, mortgage lender or local governmental agency shall constitute certification of completion of the Dwelling is substantial conformity with the terms hereof.

Seller will build the Dwelling on or before (the “Settlement Date”); _____ Seller will notify purchaser of Settlement Date within 10 days of contract ratification. Seller will build the Dwelling on or before the Settlement Date provided, however, that if construction is delayed by acts of God, labor disputes, Seller’s inability to obtain material or labor, inclement weather, legal acts of Public Authorities, delays caused by failure of Purchaser to make timely selections and any other cause beyond the reasonable or practical control of Seller, then the Settlement Date shall be extended for a number of days equal to the period of any such delay. Seller shall not be liable to Purchaser for any delays in completion and will not reimburse Purchaser for rental, storage, moving or any other expenses arising from Seller’s failure to achieve the Settlement Date. In any event, however, Seller

Forino Co., L.P.
Initial _____ Date _____

/

Purchaser(s)
Initial _____ Date _____
Initial _____ Date _____

agrees to complete construction of the Dwelling within one year after the date of this Sales Agreement plus such additional period of time equal to periods of delay in completion caused by impossibility of performance for reasons beyond the control of Seller. If the Dwelling will not fit on the lot at the minimum setback requirements or cannot be constructed on the lot, Seller shall notify Purchaser and this Sales Agreement shall be terminated and the deposit returned to Purchaser. Upon return of the deposit, neither party shall have a further obligation to the other.

4. Terms of Sale

Base Sales Price	_____
Homesite Premium	_____
Total Option Price	_____
Credits	_____
Total Sales Price	_____
Down Payment	_____
Base Mortgage Amount	_____
VA Funding Fee or FHA MIP Financed	_____
Loan Amount	_____
Closing Seller Contribution	_____

Deposits

Sales Agreement Deposit	_____ 500.00 _____
Non-Standard Options	_____
Customer Preferences	_____
Total	_____
Additional Due / Date _____	_____

Purchaser shall pay the balance of the purchase price, in the form of cash or certified check at closing.

Special Clauses: After the financing contingency, if any, has been satisfied, it is agreed and understood that an additional MINIMUM non-refundable deposit of \$5,000.00 will be due at time of customer preferences selection. This amount may increase depending upon the extras chosen at time of customer preferences selection (the Customer Preference Deposit). This amount shall be credited to Purchaser at time of final settlement.

Changes, modifications, alterations or deviations from the design of the house or the manner of construction, if requested by Purchaser, shall be made by Seller only if reasonably possible and Seller reserves the right, in its sole discretion, to refuse to make any such changes etc. No change or alteration, variation or so-called "extra" shall be asserted by either party unless a supplemental written agreement is executed by parties, setting forth, in substance the nature and the extra cost or deduction (as the case may be) resulting there from. It is expressly agreed that neither party will ever assert that any change, alteration, variation or "extra" has been agreed to orally or other than in writing. It is agreed and understood between all parties that all customer preferences selections are to be completed within two weeks of the date of this Agreement. Any delays by Purchaser in making selections will delay Settlement Date. Each change after the initial customer preferences

selection will cost the Purchaser an additional \$500.00 per change. Any change in closing date due to Purchaser's change orders shall be in writing.

All deposits made hereunder shall be made payable to Forino Co., L.P. Purchaser acknowledges that Seller will not hold these funds in an escrow account. The deposits shall be deposited with Seller as indicated and applied first to any cash down payment required and next to Purchaser's closing costs. In addition to the total purchase price, Purchaser agrees to pay closing costs as provided in Section 4 and all prepaid expense items, including, but not limited, to homeowner's insurance premiums, taxes, mortgage insurance premiums, Homeowner's Association fees, interest and funding fees, if any. Real property taxes for the year shall be prorated on a calendar year basis to the date of closing.

Purchaser acknowledges when options are financed, an appraisal will be required to determine the full value of the Dwelling including options. If the appraised value is lower, Purchaser will be required to decrease the amount financed and pay cash for these options upon notification prior to closing.

5. Sale.

This is [] is not [] an all cash sale. If an all cash sale, evidence of available funds to close will be required prior to the execution of this Sales Agreement. Seller will pay as closing costs deed preparation, recording fees, and revenue stamps. Purchaser will pay all remaining closing costs. If not an all cash sale, closing costs will be paid as described in the Financing Addendum and loan proceeds will be paid at closing through the mortgage loan described in the attached Financing Addendum.

6. Exhibits.

Exhibit "A", Cost Analysis; Exhibit "B", Specifications; Exhibit "C", Mold Disclosure, Exhibit "D", Financial Addendum and Exhibit "E", Sale of Home Contingency Addendum (if applicable), Exhibit "F", Brokerage Agreement are attached hereto and made part of this Agreement.

7. Closing.

Conveyance shall be by limited warranty deed to Purchaser. Settlement shall be held at the office of Seller's attorney, located at _____, unless otherwise mutually agreed upon. Seller shall pay those settlement costs normally incurred by a Seller in **JASPER COUNTY** including Deed preparation, the **SOUTH CAROLINA** recording fee (f/k/a document stamps). All other costs relating to settlement (if any) shall be paid by Purchaser. Should Purchaser use Seller's designated Closing Attorney Seller will pay Purchaser's closing costs up to _____ ("Seller Contribution"). Notwithstanding the above, Purchaser may select an attorney of his own and be responsible for all charges related hereto. This contribution is limited to Purchaser's closing costs only and does not include loan discount points, buy down funds, long term lock fees, etc. Purchaser is responsible for all prepaid items and payment of any remaining funds not covered by Seller Contribution. Also all contributions are contingent upon Purchaser's use of Seller's choice of settlement attorney. Any Seller Contribution not used at closing is forfeit and may not be used to reduce the price or be paid in cash. Settlement shall be made by the Purchaser on or before _____ at the above referred location.

8. Deed.

The Seller shall deliver the deed and possession of the premises on the date of settlement. Formal tender of deed is hereby waived. Purchaser may not store any personal property prior to closing at the premises.

9. Property Owners Association.

Forino Co., L.P.
Initial _____ Date _____

Purchaser(s)
Initial _____ Date _____
Initial _____ Date _____

The activities, privileges, rights and responsibilities of the Association are fully described in the declaration of covenants, conditions and restrictions (or similar document) (therein called the "declaration"), affecting the Property and in the articles of incorporation and by-laws of the Association, which have been reviewed by Purchaser prior to the signing of this Sales Agreement. In general, the Association is responsible for the operation, maintenance, and repair of the common areas, including landscaping and recreational amenities, if any. The Association is empowered to levy assessments (which are currently set at \$_____ per year for single family dwellings / \$_____ per year for multi-family units) against all owners for the purpose of performing these and other duties and these assessments constitute a lien on the Property, if unpaid. It is hereby agreed and understood by all parties that this Agreement is subject to the Declarations of Covenants, Conditions and Restrictions of the **HEARTHSTONE LAKES PROPERTY OWNERS ASSOCIATION**. All parties hereby acknowledge receipt of said development documents.

_____ Initials

10. Further Documents

At any time and from time to time after the execution of this Sales Agreement, and whether prior to or after the customer preferences selection, Purchaser and Seller shall, upon the request of the other, execute and deliver such further instruments and documents as such party may reasonably request in order to carry out the intent and purpose of this Sales Agreement.

11. Closing of the Sale

Within seven days after the Dwelling is complete, as evidenced by an occupancy permit (or within seven days after mortgage loan approval, if the Dwelling is complete), Purchaser agrees to close by paying the balance of the purchase price and signing all necessary closing documents. If Purchaser fails to close within the time provided above, then Seller may declare Purchaser in default and exercise the remedies set forth by this Sales Agreement, including termination of this Sales Agreement, or if Seller, in Seller's sole discretion, elects to grant Purchaser additional time to close, then Purchaser agrees to compensate Seller for the carrying costs of the Dwelling at a rate of \$_____ per day for each day that the initial required closing is delayed. At closing, Seller will convey good and marketable fee simple title to Purchaser (insurable as such regular rates by an ALTA title insurance company/standard title insurance rates), free and clear of liens and encumbrances other than matters of record, restrictive covenants, easements and taxes for the year (if not then payable), which will be prorated. Seller will also deliver possession of the Property at closing, but Purchaser shall have no right to occupy the Property or to store any personal items therein or thereon until the closing is completed. Acceptance of the deed by Purchaser shall signify and confirm full and satisfactory performance of this Sales Agreement by Seller. In the event that a good and marketable title, subject to aforesaid, cannot be given by the Seller to the Purchaser, the Seller may, at its option, clear title or rescind this Agreement and, within 2 business days, return to the Purchaser all sums paid on account of the purchase price and reasonable title search charges without interest. Upon return of such sums without interest, Seller shall be released from all liability and this Agreement shall be void and of no further force or effect.

12. Seller's Rights.

Purchaser acknowledges Seller's right to determine the grading, placement, landscaping, elevation and orientation of the subject house upon the Premises, location of entry of plumbing into the house, size and location of driveway approach and curb, and like matters. Seller shall install the said plant material and sprinkler system as provided for on the Specifications (Exhibit "B") attached hereto, and further described in paragraph 20 of this Agreement of Sale. Any landscaping or construction of any structure, not limited to a fence, shed or swimming pool by the Purchaser prior to installation of the landscape material is prohibited, an additional fee may be incurred. It is the responsibility of the

Forino Co., L.P.
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Purchaser to maintain the landscaping. Seller makes no guarantee for continued healthy growth of the trees left in place.

13. Pre-Closing Inspection

Purchaser shall not be authorized or permitted to enter upon the Premises or elsewhere on the construction site except during normal business hours when accompanied by sales agent.

_____ Initials

14. Pre-Closing Inspection.

It is agreed and understood that a pre-closing inspection must be completed before settlement and occupancy of the dwelling. The pre-closing inspection must be attended by all Purchasers indicated on this Agreement of Sale and not more than one representative.

15. Default by Either Party Prior to Closing of the Sale

Purchaser's Default. If prior to closing, this Sales Agreement is not performed by Purchaser in accordance with its terms, it may be terminated by Seller and upon such termination Seller may retain all deposits and any other amounts paid by Purchaser hereunder as liquidated damages. Such damages are not a penalty, but represent actual damages which Seller will sustain upon a default by Purchaser, which damages will be substantial but not capable of precise determination. In such event, Purchaser will not file any action against Seller seeking the return of any portion of the payments made under this Sales Agreement or any reduction in the amount of such liquidated damages.

Purchaser's Performance. Purchaser acknowledges that Seller has agreed to the sales price for the Dwelling and otherwise entered into this Sales Agreement with the express understanding that Seller will utilize Seller's standard construction and contract administration processes and procedures in constructing the Dwelling and otherwise performing this Sales Agreement, without disruption of or interference with those procedures from Purchaser. Purchaser shall be in default of this Sales Agreement if Purchaser engages in specific acts or a course of dealing which materially disrupts Seller's standard and customary contract performance process including but not limited to the following actions:

- Failure to make choices or take other actions required by Purchaser within the indicated time frames.
- Refusal to deal with particular people whom Seller has designated as its representatives to perform certain aspects of this Sales Agreement, such as the designated field manager, salesperson, closing administrator, or other representatives of Seller designated for particular parts of Seller's contract performance.
- Interfering with or attempting to direct or supervise the performance of Seller, or Seller's subcontractors or material suppliers in the performance of the Sales Agreement or any aspect of their work.
- Refusal to acknowledge Purchaser's acceptance or approval of work which complies with the plans and specifications and is otherwise performed in a good and workmanlike manner as would be customarily accepted in the applicable trade.
- Other actions similar in nature to the foregoing which would have effect on delaying the construction schedule, increasing the Seller's cost of performance, modifying the plans and specifications or otherwise substantially impeding Seller's performance.

Seller's Default. If prior to closing, this Sales Agreement is not performed by Seller in accordance with its terms, Seller being in default and Purchaser not being in default hereunder, Purchaser shall

be, as his sole remedy, entitled to terminate this Agreement and all deposits shall be released to Purchaser. Neither party shall have any further obligation hereunder.

16. Use of Premises.

Prior to closing, Seller shall have the exclusive right to the use of the Premises. Under no circumstances, shall Purchaser, prior to settlement, perform or cause to be performed any work on or to the Premises or deliver or cause to be delivered any materials or equipment to the Premises.

_____ Initials

17. Water and Sewer.

Seller warrants that the property is serviced by **BEAUFORT JASPER WATER AND SEWER AUTHORITY**. Sewer and water, electricity, and all other utilities shall be transferred by Purchaser within 3 business days of closing or they will be terminated by Seller.

_____ Initials

18. Options.

It is hereby agreed and understood that Purchaser acknowledges having received a copy of the Extras and Options Sheets. In the event of a dispute, pricing on the Extras and Options Sheets, at time of customer preferences selection, will prevail. In the event of a conflict between the Agreement of Sale and the Extras and Options Sheets, the pricing on the Extras and Options Sheets will prevail.

_____ Initials

19. Plans.

It is hereby agreed and understood that the final finished product of any home may vary slightly from models previously constructed. Homes are constructed according to plans and not according to any model or spec home. It is also understood that due to changes in local building codes, field modifications are sometimes necessary. Slight variations should be expected and any requested change may incur a charge to the Purchaser.

_____ Initials

20. Homesite Inspection.

Purchasers have walked the homesite with the sales representative and understand the property boundaries and any existing easements, wetlands, etc. Purchasers were shown location and understand of all appurtenances (fire hydrants, light poles, manholes, transformers (green boxes), blowoffs, culvert boxes, etc.) related to the homesite via the use of the following: pre-sales plot plan, utility as-builts, and proposed lot plot plan and lot questionnaire form. Purchaser understands that unless a permit is obtained from the Army Corps. Of Engineers, Purchaser cannot excavate from or deposit materials in that designated area or do any other work which may affect “. . . the course, location, condition or capacity of navigable waters, including rivers and streams” (Federal Register November 13, 1986). The homesite has been designed so that the home and all other improvements constructed by the builder will not impact the wetland area. Seller will not disturb, disrupt, or clear any area designated as a “wetland” during the course of construction.

_____ Initials

21. Landscaping.

Forino Co., L.P. will fine grade and landscape the front, side, and rear areas of the yard as was disturbed during the development, and lot clearing process. Sod and pine straw beds will be installed in disturbed areas. Street trees and buffer trees to be planted per sub-division plan. Undisturbed, wetlands, and wooded natural areas will be left as is. Clearing and disturbances of natural areas, in order to provide underground utility services to the home, may be necessary. These areas will be left unlandscaped, and allowed to return to their natural state. On deep wooded homesites, Seller, reserves the right to limit the amount of clearing and landscaping on the rear of the property to 40 feet from the rear most portion of the home. The remaining undisturbed area will be left in its

natural state. Decisions regarding the removal of trees on the property are at the sole discretion of the Seller construction staff. In general, all trees that are deemed aesthetically valuable to the homesite and the entire community will be left on the property. Those that are in or within close vicinity of the home footprint or concrete flatwork areas will be removed. Additionally, trees that impede the drainage of the site, or overall community drainage plan will be removed. Although precautions are taken, Seller does not guarantee the preservation, protection, or extended health of native trees. All native trees become the sole responsibility of the Purchaser after closing. Sod is alive and healthy when cut from the farms and installed on the property. All landscaping requires a continuous maintenance program which includes proper watering, fertilization, mowing, and weed control. Deficiencies other than those noted prior to closing are not warranted by Seller. Upon closing all landscape maintenance is the responsibility of the homeowner.

_____ Initials

22. Model Homes Features.

Our model homes often contain items that are not included in the base price of the home. Optional upgrades in floor coverings, interior cabinets and trim, lighting, and appliances along with decorator items, such as furniture and wall coverings often appear in each model home. Many of these items are available at additional cost. Standard features vary per neighborhood. Please refer to Specifications (Exhibit "B") disclosure regarding the standard features of the home.

23. Contiguous Property.

It is understood by all parties concerned in this transaction that Seller cannot represent nor guarantee ownership, zoning, or land usage for any property beyond the boundaries of this subdivision as recorded. Further, it is understood that no such representation has been made by Seller, it's agents and/or employees.

24. Premiums.

Some of the homesites in this community have homesite premiums set by Seller. Premiums are not necessarily privacy, view, or specific premiums. Premiums are determined by a variety of factors and generally define the Seller's opinion of the desirability of a particular homesite when compared with other homesites in the community. If you are purchasing a homesite you perceive as having a privacy or view, you should be aware that the privacy or view seen from your homesite today is not guaranteed. Existing views or privacy may be altered or impaired by future construction by Seller, by other developers, by growth of vegetation or trees, by fences, and/or by other factors not presently known. Seller makes absolutely no representation as to the scope or extent of any view or privacy now or in the future.

25. Pre-Settlement Orientation.

The Seller shall meet with the Purchaser several days prior to closing to explain the use and care of the home, and to allow the Purchaser to inspect the quality and condition of the home prior to closing. Seller shall address and resolve any discrepancies in the home prior to closing, and ask the customer to acknowledge all items are acceptable to them by signature before closing. In order for this to take place, it is imperative that the Purchaser(s) make arrangements to be available Monday-Friday between 8:00am and 4:00pm for the Pre-Settlement Orientation themselves several days prior to closing.

26. Warranty Service.

The making of final payment of purchase price by Purchaser to Seller shall constitute a waiver and complete release of all claims by Purchaser against Seller with respect to the premises and the Sales Agreement except those described in the pre-settlement inspection report, or those expressly covered by the Warranty hereinafter provided. Seller shall deliver to Purchaser Seller's standard form of

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Initial _____ Date _____

Purchaser(s)
Initial _____ Date _____
Initial _____ Date _____

Homeowners Warranty against defects in workmanship and materials, a copy of which will be provided to Purchaser at the time of customer preferences selection. Purchaser agrees to accept said Seller's Homeowners Warranty in lieu of all other warranties whatsoever, whether express or implied by law and including, but not limited to, implied warranties of good workmanlike construction and habitability. Manufacturers of the consumer products and appliances included in the premises may provide separate limited warranties for their products, but no changes or additions will be made to such manufacturer's limited warranties. Seller shall have no responsibility for any manufacturer's service, repairs or replacement of their consumer products. It will be necessary for you to make time in your schedule to allow us access to your home during our normal working hours, which are Monday-Friday 8:00am-4:00pm. It is the responsibility of the Purchaser to notify Seller of an emergency or an item that has the potential of causing further home damage if left unattended. Seller is not responsible for verbal requests for service to the Field Manager or Sales Agent.

27. Miscellaneous.

- a. This Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided that Purchaser shall not assign or transfer this Sales Agreement or any of Purchaser's rights hereunder, and any assignments not approved in writing by Seller shall be null and void and Seller may at Seller's option, immediately terminate this Sales Agreement.
- b. In the event of a partial or total destruction of the Dwelling by fire, windstorm, hail, flood, earthquake, explosion or other casualty prior to the closing, Purchaser or Seller may terminate this Sales Agreement if the Dwelling cannot be restored prior to the Settlement Date.
- c. Whenever the context shall so require, the singular shall include the plural, the masculine gender shall include the feminine and neuter and vice versa.
- d. This Sales Agreement embodies the entire agreement between Seller and Purchaser with respect to the Property. No amendment or modification of this Sales Agreement (including sales agreements for changes in construction of "extras") shall be valid unless contained in writing executed by both parties.
- e. Time is hereby declared to be of the essence in the performance by Purchaser of each of the Purchaser's obligations.
- f. All notices and demands to be give or served pursuant to the terms of this Sales Agreement shall be given by certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth herein and will be deemed delivered and received three (3) days after deposit into the United States mail with sufficient postage.
- g. If two or more persons are named as Purchaser herein, any one of them is authorized to act as agent for, with the right to bind.
- h. Purchaser is prohibited from recording this Sales Agreement or any memorandum hereof and any attempted recordation of this Sales Agreement shall, at Seller's option, be a default of Purchaser entitling Seller to exercise any of its remedies set forth herein, including termination of this Sales Agreement.
- i. Purchaser realizes and acknowledges that entry upon the project or the Property during construction can be dangerous and that hazards may exist which are not observable. Purchaser's entry shall be solely at his/her own risk. Purchaser does hereby waive any and all claims against Seller for injury or loss to person or property arising out of or in connection with such entry by Purchaser or any other person accompanying him or entering at his direction, and Purchaser shall defend and hold Seller harmless from and against injury, loss, damage, or expense to persons or property arising out of or in connection with any such entry. Purchaser may not enter the Property without Seller's permission. Alterations, changes or additions to the Dwelling while under construction by Purchaser or any parties other than

those contracted by Forino Co., L.P. are not allowed and may be removed or repaired at the expense of Purchaser.

- j. It is understood that Purchaser is buying a completed Dwelling and that Seller is not acting as a contractor for Purchaser in the construction of a dwelling. Purchaser will acquire no right, title or interest in the Dwelling except the right and obligation to purchase the same in accordance with the terms of this Sales Agreement and upon its completion.
- k. Purchaser understands and agrees that the size of the homesites, the exact location of sidewalks and driveways (if any), the landscaping, and the drainage patterns of the homesites may differ from the model home plans, drawings or renderings that Purchaser may have examined.
- l. Land adjacent to or surrounding the Property or the neighborhood of which the Property is a part, which is not owned by Seller is not within Seller's control. Seller cannot and does not guarantee ownership, zoning, or land usage for any properties beyond the boundaries of the recorded subdivision in which the Property is located. Tentative plans may exist for the use of certain parcels. Plans for the use of property owned by Seller or others may be changed at any time. Purchaser agrees not to rely on any representation pertaining to the foregoing unless the same are in writing and signed by an officer of Forino Co., L.P.
- m. Any sales representation of square footages has the following meaning: Total square footages of the Dwelling are measured to the outside of the foundation. Total square footage and/or room sizes may vary from sales brochures or blueprints.
- n. Seller makes no warranty or representation of any kind, express or implied, regarding the presence of radon gas in the Dwelling.

28. Non-Reliance By Purchaser

Purchaser hereby represents to Seller that Purchaser has not relied and is not relying upon any warranties, promises, guarantees or representation made by Seller, any agent of Seller, or anyone else acting or claiming to act on behalf of Seller with respect to the Purchase by Purchaser of the Property or the other matters set forth herein unless specifically reduced to writing and made a part of this Sales Agreement.

29. Understandings.

If there is any statement or understanding for which the Seller is to be responsible Purchaser must make it part of this Sales Agreement in writing. This Agreement constitutes the entire contract between the parties. Purchaser acknowledges that this Agreement constitutes no salesperson or other representative of Seller has the authority to make statements which would change or supplement this written agreement. No oral representations, agreements, statements, or understandings shall be binding on or obligate Seller in any way. No representation, commitment, or obligation shall be imposed upon Seller by any brochure, advertisement, site plan, or other written document which is not specifically made part of this Sales Agreement in writing. Purchaser represents and confirms that its purchase decision is not based upon, and Purchaser is not relying on, any representation, warranty, statement, or understanding which is not reduced to writing and specifically made a part of this Sales Agreement.

30. Release.

Purchaser hereby releases, quit claims and forever discharges SELLER AND ALL BROKERS, their LICENSEE, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands including but not limited to, personal injuries and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insect, radon, lead-based paint hazards, environmental hazards, any defects in the

individual on-lot sewage system or deficiencies in the on-site water service system or any defect or conditions on the Property. This release will survive settlement.

Forino Co., L.P.
Initial _____ Date _____

Purchaser(s)
Initial _____ Date _____
Initial _____ Date _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have caused this Agreement to be duly executed the day and year first above written.

SELLER: FORINO CO., L.P.

By: _____

WITNESS: _____

PURCHASER: _____

PURCHASER: _____