



HEARTHSTONE
LAKES
by **FORINO**

This Agreement of Sale made this _____ day of _____, by and between Forino Co., L.P. ("Seller") and _____ ("Purchaser") having an address of _____
Telephone: _____ E-mail: _____ .

Witnesseth:

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 10th day of June 2010 and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book 32 at Pages 207-211 (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. 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.

Forino Co., L.P. Initial _____ Date _____ Purchaser(s) Initial _____ Date _____
Initial _____ Date _____

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 FRA MIP Financed	_____
Loan Amount	_____
Closing Seller Contribution	_____

Deposits

Sales Agreement Deposit	_____
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). cThis 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.

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

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

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", Brokerage Agreement, Exhibit "F", Sale of Home Contingency Addendum (if applicable) 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. Purchaser is responsible for all prepaid items and payment of any remaining funds not covered by Seller Contribution. Seller agrees to contribute \$_____ toward purchaser's closing costs. Any Seller Contribution not used at closing is forfeited 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 referenced 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.

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

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Purchaser(s) Initial _____ Date _____
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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.

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 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.

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

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.

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Purchaser(s) Initial _____ Date _____
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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.

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.

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

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.

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. Cleaning 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 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

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Initial _____ Date _____

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.

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. Pro-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 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.

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

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

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 given 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.

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

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

- 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: _____

DATE: _____

WITNESS: _____

PURCHASER: _____

DATE: _____

PURCHASER: _____

DATE: _____



HEARTHSTONE LAKES
FORINO COMPANY SPECIFICATIONS
EXHIBIT "B"
7/22/2015

FOUNDATION

Turn-down style footers with steel reinforcements
Termite protection under slab
Mechanical Fasteners set in concrete for anchoring (exterior & bearing walls only)
6mm Vapor Barrier under slab
3000 psi concrete slab with fiber mesh

FRAMING

Open web floor trusses
2 x 4 exterior walls
7/16 OSB sheathing wall & roof
Trusses on 2' center (where applicable)
House wrap system whole house with taped window flashing
All sub flooring is concrete or ¾ OSB glued
All framing in compliance with coastal zone standards

ROOFING

Ridge vent main roof
15 lb. felt paper
30 year self-sealing architectural shingles
Fully flashed

EXTERIOR

Premium vinyl siding per plan
Aluminum soffit & fascia (white or cameo)
Non-insulated garage doors with Williamsburg windows (white)
Smooth fiberglass front entry door (white)
Steel entry all other exterior doors (white)
Paneled shutters, front only (per plan)
Stone on front (per plan)
8x10 concrete patio or covered (per plan)

DOORS & WINDOWS (MAINTENANCE FREE)

Single hung windows w/grills & ½ screens - no casing rated DP-50 with low-e glass
Vinyl slider- Screens not included rated DP-50 with low-e glass
Deadbolts on all exit doors (not door from house to garage)

ELECTRIC

Doorbell
200 amp service
Meets or exceeds National Underwriters Code
Front and rear outside receptacles
All permanent light fixtures included per plan
Recessed light in soffit or flush mount ceiling light over kit. sink
Hot switch in all rooms without fixtures
3 cable TV prewires
2 duplex outlets – phone/internet
Prewire garage door openers
Lights – exterior per plan
Smoke detectors – hardwired/battery back-up (one smoke detector on each floor and each bedroom)
Electric washer hook-up
Electric dryer hook-up with vent
Fans in all baths
Ceiling Fan/Lite prewire w/2 switches (all bedrooms, GR & covered porch)

PLUMBING

One -piece fiberglass tub/shower units
Glass shower door with chrome trim on stand-up fiberglass shower stalls
Shut-off valve for all fixtures
Pex piping or similar interior water lines
Water line for icemaker with shut off valve & hammer arrester
PVC drain lines
Front & rear spigot
Washer lines with hammer arrester
80 gallon electric hot water heater

INSULATION

R-19 in floor over garage
R-13 all exterior walls above foundation finished areas only
R-30 blown-in ceiling insulation
Insulated ductwork

INTERIOR WALLS & CEILINGS

½" drywall/ completely finished
Drywall screwed, nailed and glued
Garage walls insulated, drywalled & painted
Bullnose corners on drywall (except windows)

INTERIOR TRIM & DOORS

Paint grade trim
6 panel Masonite doors
Standard trim package
5 ¾" first floor baseboards, 3 ½" 2nd floor baseboards
Steel fire door between garage & house

FLOOR COVERINGS

Entry foyer tile
Laundry, kitchen & baths - tile
Wall to wall carpeting in all other rooms

KITCHEN AND VANITY

Smooth top electric range, stainless, self-cleaning
Microwave hood, stainless
Laminate countertops with 4" backsplash (choice of colors)
Stainless steel kitchen sink – double bowl
Dishwasher, stainless
Cultured marble vanity top
Framed bath mirrors
Pedestal sink in all powder rooms
Wall cabinets sized to plan with crown molding & decorative hardware

HEATING

14 seer electric heat pump with central air

OTHER

Mailbox and post (black)

All materials installed to meet Coastal Zone requirements

Full two year builder warranty program provided by Forino Co., LP

No above ground pools, no large commercial vehicles, motor homes, or trailers not garaged.

No on-street parking per subdivision plan.

Street and buffer trees to be planted per subdivision plan.

Open space is subject to POA discretion and may be developed in the future into, but not limited to, playgrounds, walking trails, etc.

Fee covers: Amenity Center and Maintenance of common space

Association Fee of \$480 is to be paid yearly. Assessment of fee can be paid quarterly at \$120.

Fee covers: Amenity Center and Maintenance of common space

Initial working capital assessment of 3 month's fee (\$120) will be collected at closing.

COMMUNITY FEATURES:

- ❖ **Fully landscaped & irrigated entrance with accent lighting**
- ❖ **Walking trails with benches and trellises**
- ❖ **Trees to be planted in accordance with Development Tree Planting Plan (location at Builder's discretion)**

AMMENITY CENTER FEATURES:

- ❖ **Fitness Center**
- ❖ **Wireless Access**
- ❖ **Pool**

NOTE:

**BUILDER RESERVES THE RIGHT TO
SUBSTITUTE MATERIAL OF EQUAL OR BETTER
QUALITY AT HIS SOLE DISCRETION.**

BUYER:_____ DATE:_____

BUYER:_____ DATE:_____

SELLER:_____ DATE:_____

FORINO CO., ANTHONY FORINO, GENERAL PARTNER



EXHIBIT "C"

MOLD DISCLOSURE AND DISCLAIMER MOLD DISCLOSURE

Molds can be found almost anywhere. They occur naturally in the environment and they can grow on virtually any organic substance, as long as moisture and oxygen are present. For example, molds can grow on wood, carpet, bathroom tile, insulation, paper, foods, etc. Mold growth will often occur when there is excessive moisture accumulation in buildings or on building materials. Molds reproduce by tiny spores that float throughout the air and begin growing indoors when the spores land on surfaces that are wet. Of all the types of mold, not one of them will grow without water or moisture. It is impossible to eliminate all molds and mold spores from an indoor environment. In fact, a house that is properly built can still have water penetration and resulting mold. Moreover, in areas where relative humidity is high, mold can be present even if there is no other outside water coming in the house. Nonetheless, mold growth can be controlled indoors by controlling moisture and water accumulation or penetration.

Moisture and water can come from many sources. There may be water or humidity problems in the house, a spill that was not cleaned up properly, a pipe that is leaking, a water heater that leaks, improper soil slope around the house causing water to penetrate the foundation, etc. While it is not possible to get rid of all mold spores, it is possible to help prevent them from growing by controlling the moisture in your house. There are many ways to control the moisture in your house. For example, you should fix leaks as soon as possible, clean and dry water and wet spots and address their cause, dehumidify and ventilate your house, re-caulk your house inside and outside often, keep heating, air conditioning and ventilation drip pans clean, vent your dryer to the outside, keep the humidity in your house below 60%, etc.

It is recommended that you do NOT store items on the concrete garage floor of your home that will absorb moisture. Such items include but are not limited to cardboard and paper products, fabrics, furniture, etc. these items should be in a controlled environment where humidity is less than 60%.

Molds can cause health problems. Molds produce allergens, which are substances that can cause allergic reactions, and in some cases, potentially toxic substances called mycotoxins. The most common reactions are sneezing, runny nose, red eyes, and skin rash. Molds can also cause very serious health problems, and even death, especially in children and individuals with suppressed immune systems. However, experts disagree on the levels of mold exposure that can cause health problems. Research on mold and its effects on health are ongoing. For more detailed information consult a health professional. You may also wish to consult your state or local health department.

In the event you discover mold in your home, you should act quickly since the longer mold has a chance to grow, the more it damages what it grows on. Depending on the size of the moldy area, you may clean it yourself. For larger areas, you may want to contact a professional. For more information on cleanup, see "A Brief Guide to Mold, Moisture, and Your Home", published by the U.S. Environmental Protection Agency. A copy may be obtained from the Internet at <http://www.epa.gov/mold/moldguide.html> or for more information call the EPA Indoor Air Quality Information Clearinghouse at (800) 438-4318.

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

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



MOLD DISCLAIMER

TO PREVENT MOW GROWTH IN THE HOME, THE HOMEOWNER MUST TAKE CERTAIN STEPS TO PROPERLY MANAGE AND MAINTAIN THE PROPERTY. THESE STEPS ARE ATTACHED HERE.

SELLER HAS TAKEN STEPS TO PREVENT WATER PENETRATION AND MOJSTURE ACCUMULATION IN THE BUYER'S HOME. THESE STEPS INCLUDE THE PLACEMENT OF A 6 MILLIMETER POLY VAPOR BARRIER UNDER THE SLAB OF YOUR NEW HOME. THE INSTALLATION OF PROPER FLASHING, PROPER SEALING OF ALL WINDOW AND DOOR OPENINGS AND INSTALLATION OF HVAC FEED AND DAMPERED RETURN FOR PROPER CIRCULATION AND DOING SPECIFIC INSPECTIONS OF THE HOUSE PRIOR TO DELIVERY TO ASCERTAIN WETHER THERE ARE ANY VISIBLE WATER LEAKS. BUYER UNDERSTANDS THAT THE STEPS OUTLINED HEREIN ARE ABOVE AND BEYOND WHAT SELLER NORMALLY DOES TO BUILD A HOUSE AND PREVENT WATER PENETRATION. NONETHELESS, BUYER ACKNOWLEDGES THAT MISTAKES DO HAPPEN IN THE COURSE OF BUILDING A HOME THAT COULD RESULT IN WATER OR MOISTURE ACCUMULATION OR PENETRATION AND THAT IN ANY EVENT, A HOUSE CANNOT BE BUILT THAT WILL ELIMINATE ANY WATER PENETRATION ISSUES FROM THE EXTERIOR OR FROM LEAKAGE OR HUMIDITY IN THE HOUSE.

IN CONSIDERATION, THE SELLER PROVIDING THE WRITTEN WARRANTIES IN THE AGREEMENT OF SALE AND TBE SELLER TAKING THE ADDITIONAL STEPS AS OUTLJNED HEREIN, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, CLAIMS OR LOSSES INCURRED BY BUYER ARISING OUT OF OR RELATING TO MOLD OR ANY OTHER FUNGUS OR AGENT, WHETHER OR NOT ASSOCIATED WITH ALLEGED DEFECTS IN CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH: EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, OR LOSS OF VALUE AND BUYER HEREBY RELEASES SELLER FROM SAME. THIS MEANS THAT BUYER SHALL NOT SEEK TO HOLD SELLER RESPONSIBLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES WHATSOEVER CAUSED BY MOLD OR ANY OTHER AGENT, EVEN IF RESULTS FROM A DEFECT, LATENT (UNKNOWN) OR OTHERWISE, IN THE BUILDING PROCESS.

THE BUYER HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD THE ABOVE NOTICE AND DISCLAIMER AND AGREE T O THE PROVISIONS CONTAINED HEREIN.

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

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



IN THE EVENT THAT BUYER BRINGS AN ACTION AGAINST SELLER CONTRARY TO THE ABOVE, BUYER SHALL BE RESPONSIBLE FOR ALL SELLER'S REASONABLE ATTORNEY FEES AND COSTS, INCLUDING EXPERT FEES THAT ANY SUCH ACTION SHALL BE IN THE VENUE OF THE COUNTY WHERE THE PROPERTY IS LOCATED AND NOWHERE ELSE.

 Witness Date Buyer

 Witness Date Buyer

SELLER: FORINO CO., L.P.

 Attest Date BY: Authorized Signature



EXHIBIT "D"
FINANCING ADDENDUM

The undersigned hereby modify the Sales Agreement (the "Sales Agreement") made between them as follows:

WITNESSETH the sale is conditioned upon Purchaser obtaining a mortgage loan.
Purchaser agrees to make application for:

Select One: () Conventional () FHA () VA () Other _____

Mortgage loan in the amount of \$ _____ with a repayment term of _____ years and a rate not to exceed _____%.

Purchaser will furnish to any proposed lender(s) any and all credit information required in connection with the loan. If any lender to whom Purchaser submits a loan application refuses to make such loan, Purchaser agrees to submit an application to such other lender or lenders who may show any interest in making the loan. Purchaser further agrees to take all action necessary to comply with the requirements of the lender and to execute all instruments which may be necessary to close the loan.

If Purchaser is unable to obtain unconditional loan approval within 30 days from the date of the Sales Agreement (and any extended period which Seller may at any time in its discretion designate) then Seller may cancel the Sales Agreement by notice to Purchaser and Seller shall return to Purchaser all sums previously paid by Purchaser thereunder, except the cost of the credit report and/or appraisal fees and any optional items, extras or customer selected materials which are ordered or installed, and the parties will then have no further obligations under the Sales Agreement. However, if the application is approved and the Purchaser refuses to complete and consummate the sale in accordance with the terms of the Sales Agreement, all sales deposited shall be retained by Seller as liquidated damages and compensation for its time, services and expenses and thereafter the parties shall be released of all obligations under the Sales Agreement. Purchaser may not terminate the Sales Agreement for the lack of a loan commitment being issued within the allotted time period if it has not been issued due to failure of Purchaser to use his best efforts to procure such commitment.

Notice to Purchaser:

VA Loans – “It is expressly agreed that, notwithstanding and other provisions of the Agreement, the Purchaser shall not incur any penalty by forfeiture of earnest money, or otherwise or be obligated to complete the purchase of the property described herein, if the Agreement purchase price of cost exceeds the reasonable value of the property established by the Department of Veteran Affairs (VA). The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the agreement without regard to the amount of the reasonable value established by the Department of Veteran Affairs (VA). If the Purchaser elects to complete to purchase at an amount in excess of the reasonable value established by the VA, Purchaser shall pay such excess amount in cash from a source which Purchaser agrees to disclose to the VA and which Purchaser represents will not be from borrowed funds except as approved by the VA. If VA reasonable value of the property is less than the sales price, Seller may reduce the sales price to an amount equal to the VA reasonable value and the parties to the sale shall close at such lower sales price with proper adjustments to the Agreement.”

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

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



EXHIBIT "E"

BROKERAGE AGREEMENT

Any change in the cooperating broker compensation identified below must be agreed upon prior to the submission of any terms or written offers to purchase the Property.

PROPERTY: _____

BUYER: _____

SELLER: _____

Listing Broker (Company Name): _____

Firm License # _____

Agent License # _____

Selling Broker (Company Name): _____

Firm License # _____

Agent License # _____

() Buyer Agent () Transaction licensee working with Buyer () Dual-Agent

BROKERS the Business Relationship between the Broker (s) and the Seller and Purchaser are as follows:

UNLESS a different relationship is checked below,

- The Listing Broker is Agent for the Seller
- The Selling Broker is Agent for the Seller and () is () is not, representing the Buyer.

LISTING BROKER (Company Name): _____

Accepted by: _____ Date: _____

COOPERATING BROKER (Company Name): _____

Accepted by: _____ Date: _____

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

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



EXHIBIT "F"

SALE OF HOME CONTINGENCY ADDENDUM

It is hereby agreed and understood between the parties hereto that this Agreement is contingent upon Buyer entering into a written Agreement of Sale for Buyer's property located at: _____, on or before January 22, 2015, upon terms and conditions as shall be acceptable in writing to Seller as determined solely by Seller. The Agreement of Sale for Buyer's property must have all inspection contingencies satisfied by seven (7) days after the contingency expiration. The settlement of the said premises shall be 90 days from the date of a satisfactory Agreement of Sale on the Buyer's aforementioned property or other agreed date by Seller. Should the closing of the Buyer's property not be concluded within 90 days from the date hereof, this Agreement shall terminate and the deposit, if any, shall be returned to the Buyer. The settlement date of 284 White Crescent Circle, Ridgeland, SC 29936 shall supersede all other settlement dates of this Agreement. It is further agreed and understood that the Buyer shall pay to the Seller Five Hundred dollars (\$500.00) at signing of Agreement for a Lot Reservation Fee. This amount should be made payable to Seller and will be credited only at time of settlement. If Agreement fails to settle, the Lot Reservation Fee will be forfeited and non-refundable. Additionally, the Seller shall have the right to continue to market the property for sale. In the event that the Seller receives an acceptable offer to purchase the property, Seller shall give the Buyer written notice of the same. The Buyer shall then have 48 hours after receipt of written notice to deliver to the Seller an Amendment signed by the Buyer which shall remove the contingency on sale of home and set forth a closing date not later than January 22, 2015. Should Buyer elect not to remove contingency, this Agreement becomes null and void.

Accepted: _____

_____ Date: _____

Accepted: _____

_____ Date: _____