NEW CONSTRUCTION PURCHASE AND SALE AGREEMENT

Date:_____, 20_____

1. Parties. This legally binding New Construction Purchase and Sale Agreement ("Agreement") is between_____("Buyer") and Keystone Homes, Inc. ("Seller").

AFFLIATES OF SELLER ARE LICENSED UNDER THE LAWS OF SOUTH CAROLINA AND GEORGIA AS REAL ESTATE BROKERS.

2. Property to be sold. Buyer agrees to buy, and Seller agrees to sell all that tract or parcel of land, with such improvements (altogether the "Property") as is located thereon, described as follows:

Lot 10 **Block** _____ **Section/Phase** 13 **Subdivision** Walnut Grove
Address 405 Mill Stone Lane **City** North Augusta
Zip Code 29860 **County** Edgefield **State** SC

Seller represents Property is connected to ☑ **public sewer system** or to ☐ **individual or community septic tank** and to ☑ **public or private water supply system** or ☐ **individual well system**. If Property requires the use of a septic system, Agreement may be terminated by Seller if the government authority issuing septic system permits does not approve the home site and home to be constructed as named in Agreement for a standard septic system.

3. Term of Construction and Closing Date. The estimated date the Home will be available for occupancy is _____("Closing Date") but the actual date of closing may vary based on Seller's construction schedule.

THIS AGREEMENT IS SUBJECT TO ARBITRATION. See paragraph 14 of Agreement.

4. **Purchase Price and Method of Payment.** The purchase price of the Property to be paid by Buyer at closing is: $_____, subject to the following: *[Select sections A or B below. The sections not marked are not a part of the Agreement.]*

Seller and/or lender shall pay the following: The sum of up to $_____to be used by Buyer for closing costs as described in paragraph 4.C.a. and in paragraph 4.D. Unspent sums, if any, shall remain with the Seller.

Check One:

☐ Buyer represents Buyer will use a lender on Seller's approved list.

☐ Buyer represents Buyer will not use a lender from Seller's approved list and acknowledges that lenders not on Seller's approved list may not close by the set Closing Date. In addition, Buyer shall make a non-refundable Construction Deposit as described in 4.E.c of $2,500. If Buyer fails to make a Construction Deposit as required under this section within five (5) business days of accepted agreement, Seller may terminate this agreement and retain all monies deposited with Seller and/or escrow agent as liquidated damages. If Buyer uses an unapproved lender and the appraisal ordered by the unapproved lender does not equal or exceed the purchase price of Property, Buyer agrees to pay Seller a $500 fee ("Fee") for the preparation of a Reconsideration of Value form ("ROV") which will be submitted to the Buyer's lender. Fee will be due and payable when Seller submits ROV to Buyer's lender. If Buyer fails to close on Property, Seller shall retain the $2,500.

If Buyer changes lenders during the course of the Agreement without the consent of Seller, Seller may, at its sole option, elect to terminate Agreement and retain all monies deposited with Seller and/or escrow agent.

Buyer agrees Seller will not pay closing costs and Buyer will make a $5,000 non-refundable Construction Deposit if Buyer uses the following lender(s):

Wells Fargo, Loan Depot, Bank of America or Regions Bank

A. ☐ **All Cash at Closing.** At closing, Buyer shall pay the purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be subject to any financial contingency. Verification of cash funds should be provided within five (5) calendar days from final acceptance of the Agreement. Verification can be provided in the form of a bank statement, letter from a bank, or other forms or verification that provides evidence that cash funds will be available. If Buyer fails to provide verification of cash funds within five business days, Seller may, at its sole option, terminate Agreement.

B. ☐ **New Loan to be Obtained.**

a. This Agreement is made contingent upon Buyer's ability to obtain a mortgage loan within seven (7) calendar days from Acceptance, as set forth herein. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Seller's approved lenders' customary and standard underwriting criteria.

b. Buyer will diligently pursue financing. If Buyer is unable to obtain a conditional preapproval for financing and provide proof of financing to Seller within seven (7) calendar days from Acceptance, Seller may, at its sole option, elect to terminate the agreement. If Buyer has applied in a timely manner, continuously pursued all available financing options, and cooperated with the mortgage loan provider of their choosing, Buyer will be refunded any earnest money except for expenses for home plan revisions. If Seller elects not to terminate the Agreement, Seller may extend the Agreement for a period of time as determined by Seller. Any such continuance of time shall be for the sole reason of granting Buyer additional time to secure financing.

c. In order to facilitate the home purchase and closing process, the Buyer hereby authorizes and grants the Seller full access to and disclosure of any and all credit and loan information gathered by the Buyer's lender. This information includes, but is not limited to, credit reports, credit scores, loan applications, and oral and written opinions from the lender or its agent relating to the creditworthiness of the Buyer. The Buyer hereby authorizes his/her lender to disclose and make available all such information to the Seller, upon receiving a written request from Seller. Delivery of this Agreement to the lender shall be considered conclusive evidence that the Buyer has given written authorization to release such information to Seller. The Buyer further holds harmless and indemnifies his/her lender from any liability due to disclosure of such information to the Seller. The Seller shall not disclose or make available to any third party any of the loan and credit information it receives from the lender. The Seller shall use the credit and loan information it receives only for purposes of determining the Buyer's ability to consummate the purchase of the property described herein and to facilitate the purchase and closing process. The Buyer also authorizes Seller to communicate with Buyer's landlord about any and all contractual matters relating to Buyer's lease agreement, if Buyer has a lease agreement.

d. Buyer must check at least one in relation to the purchase of Property:

☐ Buyer has no contingency or contingencies that will make Buyer unable to obtain financing.
☐ Buyer must close on their current residence ("Residence") in order to obtain financing.
☐ Residence is under contract and scheduled to close on_____. A copy of contract is attached to Agreement.
☐ Residence is listed with a real estate broker and for sale but not under contract.
☐ Buyer has a contingency or contingencies that will affect Buyer's ability to obtain financing as described below:

_____

☐ **e.** Buyer past borrowing history: Please select all that apply, and fill out appropriate dates:
☐ Buyer certifies that Buyer has not had a bankruptcy, foreclosure, or short sale
☐ Buyer has had a bankruptcy before, on or around the following date: _____
☐ Buyer has had a foreclosure before, on or around the following date: _____
☐ Buyer has had a short sale before, on or around the following date: _____
☐ Buyer has had a deed in lieu of foreclosure before, on or around the following date: _____

f. Buyer agrees to provide Seller a copy of the appraisal within two days of appraisal completion. Further, Buyer authorizes Buyer's lender and appraiser to provide a copy of the appraisal to Seller.

g. Buyer acknowledges Seller will not begin construction on a pre-sold home until loan approval and all construction deposits and earnest money are received by Seller or holders. Buyer acknowledges closing date may be delayed if loan approval is not provided at date of Agreement ratification.

C. Closing Costs and Other Settlement Expenses.

a. Items Paid by Buyer at Closing. At closing, Buyer shall pay the following:

1. Property transfer tax in Georgia or South Carolina
2. All costs, fees and charges to have the closing attorney search title and prepare: (a) the warranty deed; (b) owner's affidavit; (c) Buyer's powers of attorney; and (d) all promissory notes, deeds to secure debt and other loan documents required by any lender providing financing in the transaction.
3. All closing costs, prepaids, tax service charges, recording costs, courier fees, overnight delivery fees, survey costs, document preparation fees, underwriting fees, delivery, copying and handling charges, escrow establishment charges, loan discount points, costs to buy down a loan, and other similar costs (unless any of the same are prohibited by Buyer's mortgage lender) and all other costs, fees, charges and amounts to close this transaction otherwise, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.

b. Prorated Amounts. Seller and Buyer agree to prorate the following; (1) real estate taxes and community association assessments, if any, for the calendar year in which the sale is closed, as of the date of closing; and (2) all utility bills, solid waste and other fees as of the date of closing (or the day of possession of Property by Buyer, whichever is sooner) that are issued after closing and include service for any period of time Property was owned/occupied by Seller or Seller's invitees. In the event real estate taxes are paid at closing based upon estimated tax bill or tax bill under appeal, Buyer and Seller upon the issuance of the actual tax bill or the appeal being resolved shall promptly make any financial adjustments between themselves as are necessary to prorate the tax bill correctly. This subparagraph shall survive the closing.

D. Survey. Seller will order a survey on the Property. The survey is part of the Buyer's closing costs as described in 4.C.a.3. If Buyer declines to have a survey prepared, Buyer shall hold Seller harmless and release Seller from liabilities arising from defects that a survey may have revealed, and Buyer may not have survey coverage in owner's title insurance policy. Buyer acknowledges that surveys ordered before agreement acceptance, or surveys ordered for fence installation, may not be declined.

E. Closing.

a. Closing. Once Property has reached substantial completion, as described in paragraph 8A, Buyer agrees to close on Property. Don H. White, P.C. shall be the closing attorney if Property is in the Greater Augusta or Aiken area. McNamara Adams, P.C. shall be the closing attorney if Property is in the Savannah area, and Taulbee, Rushing, Snipes, Marsh and Hodgin, LLC shall be the closing attorney if Property is in the Statesboro area, and Stoddard Funderburk Law Firm shall be the closing attorney if Property is in the Greenwood area. Buyer agrees Seller will schedule closing date and time in accordance with Section 4 E (a) of the Agreement. Seller will notify Buyer of the date and time of closing. Failure to close home by Closing Date stated in Paragraph 3, page 1, provided a CO has been issued for the property or by date in a written amendment will, at Seller's option, result in termination of the Agreement, and forfeiture of the earnest money, Construction Deposits and any extras deposits. In addition, any remaining balance of money owed for extras ordered by the Buyer shall be immediately due.

Buyer acknowledges that certain loan programs, including but not limited to VA, FHA and USDA, may delay the actual date of closing. Buyer acknowledges inclement weather and/or other acts of God may extend the actual date of closing and agrees to hold Seller harmless for same.

Buyer acknowledges the Closing Date is an estimate and Buyer will hold Seller harmless for any consequential or inconsequential damages as a result of any delay of the actual date of closing.

Buyer agrees that if home is altered for accessibility reasons, Seller will require an additional sixty days for completion. Buyer also agrees that alterations for accessibility will incur extra charges and deposits.

b. Extras. Extras are any changes in materials, and/or additions, and/or changes to Property. An example of a change in material is the substitution of hardwood flooring for carpet. An example of an addition is the addition of a covered porch. An example of a change in plan would be the moving of a wall. Extras almost always increase the price of the home. Buyer agrees that any request for Extras will be set forth in writing on a form prepared by Seller entitled Change Order and Sales Agreement Amendment ("Change Order"). The Change Order must be signed by Buyer and Seller. Buyer acknowledges no subcontractor, workman or vendor has authority to agree on behalf of Seller to any Change Order. Buyer agrees to allow Seller adequate lead-time to schedule any Extras into the normal building sequence. Buyer agrees Seller has the right to refuse to make changes or install Extras. Buyer agrees to pay Seller for the performance of work in the Change Order in accordance with the Seller's payment policy. Buyer acknowledges there will be no refunds of payments made by Buyer under the Change Order. Seller may not accept any Extras request within forty-five (45) days of closing. **BUYER FURTHER ACKNOWLEDGES ANY WORK DONE ON THE HOME PURSUANT TO A CHANGE ORDER MAY NOT INCREASE THE APPRAISED VALUE OF THE PROPERTY.** Buyer acknowledges it is Buyer's responsibility to deliver any Change Order to Buyer's lender. Seller shall not be responsible if appraised value does not reflect the amount paid in the Change Order. In the event the appraised value is less than the purchase price, Buyer agrees to pay the purchase price of Property.

By initialing the boxes below and signing this Agreement, if "Buyer" consists of two or more persons, the undersigned hereby give a reciprocal Limited Power of Attorney to the other respective person(s) to grant him or her full power and authority to execute any modification, change order, amendment, alteration or correction whatsoever to this Agreement; hereby ratifying, confirming and binding myself to such acts as if I were personally present at the execution of said document.

☐ BUYER ☐ BUYER

c. Construction Deposits. Buyer agrees to deposit $_____with Keystone Homes, Inc. for the construction of Home. The deposit ("Deposit") will be credited toward the Purchase Price of Home at closing. Buyer agrees Deposit is not earnest money and is not refundable if Buyer does not close on Home by the Closing Date stated in Paragraph 3, Page 1 of this Agreement. This non-refundable Construction Deposit is not subject to the provisions of Paragraph 4 B of this Agreement. The Construction Deposit is not refundable regardless of whether the Buyer's mortgage loan is approved or not approved as provided in Paragraph 4 B above. The Construction Deposit also is not refundable if the Agreement is terminated pursuant to terms of paragraphs 15 or 27. **Construction Deposits are not subject to any VA or FHA amendments.** If Seller does not receive Deposit within five (5) business days of Agreement acceptance, Seller may terminate Agreement. If Buyer uses Lender not on Seller's approved list and Closing Date is delayed, other than a delay because Seller has not obtained a Certificate of Occupancy for Property, then Seller shall retain $100 per day of Deposit as liquidated damages. Any and all amounts retained by Seller because of Closing Date delays shall not be credited toward the Purchase Price of Property.

5. Earnest Money. Buyer has paid to_____("Holder") earnest money of $_____check or money order. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest-bearing) within five banking days from the Binding Agreement Date and shall be applied toward the purchase price of the Property at the time of closing. In the event any earnest money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer. Buyer shall have three (3) business days after notice to deliver good funds to Holder.

Buyer agrees if the Buyer has selected any Extras for the home, as defined in paragraph 4(E)(b) on page 3 of this Agreement, the earnest money will be applied to the Extras if the home does not close.

In the event Buyer does not close on Property, Buyer and Seller agree to waive any right to dispute Buyer's or Seller's entitlement to an earnest money deposit and both Buyer and Seller empower Holder to disburse the earnest money deposit by Holder's reasonable interpretation of the Agreement.

6. Building Phase.

A. Plan Name. Seller will build the Norcross Plan.

B. Plans and Specifications. The improvements ("Home") will be constructed or completed in substantial conformance with the plan named above. Plans are the property of Seller or Seller's architect and shall be maintained at Sellers' office. Buyer acknowledges that they have no ownership right in the plans and Buyer agrees that in the event of unauthorized or illegal use of the plans, Buyer will be liable to the Seller in the amount of lost profits and all consequential and incidental damages resulting from the unauthorized reuse or resale of the plans. Buyer also acknowledges that damages for unauthorized use may not be ascertainable, and consents to injunctive relief enjoining the Buyer from further unauthorized use of the plans and specifications. Seller makes no representations or warranties about the quality of the plans. Buyer shall have the right to examine the actual plans prior to construction with one of Seller's authorized representatives.

Buyer acknowledges the plans are subject to minor changes and revision. (Unless otherwise stipulated all workmanship, equipment, and materials will be new and have a grade considered acceptable by local standards for the intended use. All work and material will be in accordance with Construction Industry Standards in use in the governing authority in which the property is located.) Whenever an article, material or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vender, the term "or equal" will be implied. In addition, the Seller specifically reserves

the right to make changes in the plans and specifications and to substitute building materials, appliances, equipment, and fixtures as may be necessitated by the availability of materials, colors or brand names, by material shortages, cost increases, strikes or other situations which in the Seller's sole judgment requires such changes, provided such changes do not materially diminish the size of the improvement or that any substitution be of equal or greater quality. Buyer acknowledges that Buyer is not entitled to compensation for any substitution of materials.

In the case of a home that is completed or under construction at the time of execution of the Agreement, Seller may have adjusted the plans or specifications. In this case, the as-built condition takes precedent over standard specifications and plans regarding the portion of construction completed. Buyer acknowledges Seller may install backflow prevention devices on the Property. Buyer acknowledges the governing authority may require such backflow prevention devices be monitored. Buyer acknowledges any cost of such monitoring is the responsibility of the Buyer after ownership of Property is transferred to Buyer.

C. Home Orientation, Lot Clearing, Landscaping, and Drainage. When facing the home, garage will be on left/ right side. Buyer further acknowledges that Seller reserves the right to change the placement of the house and garage on lot. If buyer purchases corner lot, home is to face _____ with garage entry on_____(Street Name). Due to factors such as, but not limited to, lot size, home placement, and size of planting beds, buyer acknowledges standard landscaping allowance coverage may vary, and, consequently, parts of yard may not be sodded.

All grading, fill, removal of trees and shrubs, and control of water will be performed at Seller's sole discretion. Certain areas of the lot may be left in a natural state and may not be landscaped or graded. At Closing, Seller's responsibility with respect to soil erosion, soil conditions, drainage, grass, shrubs, bushes, trees, flowers and landscaping terminates, and Buyer's begins. After closing, Seller is not responsible for landscaping damage or destruction of landscaping on the property. Seller makes no warranty as to the type, location, or amount of landscaping which will be on the lot and/or the condition of the landscaping before or after closing, except that shrubbery and grass shall be living at time of closing.

D. Footings and Foundations. Seller has the right to terminate Agreement if Seller discovers soil or lot conditions that require the use of an engineered footing or foundation, or if Seller is unable to build selected plan on Property for any reason. Seller will provide written notice to Buyer within 10 days of the discovery of such condition(s) and its decision to terminate this Agreement. If such condition(s) occurs, the Buyer's earnest money and any Construction Deposits will be promptly refunded.

Buyer acknowledges Seller shall have discretion in the choice of foundation types.

E. Decorative Selections. If there are decorative selections yet to be selected in the completion of the residence, Buyer acknowledges it is Buyer's responsibility to make all selections at a maximum of 14 days from Agreement acceptance date unless an earlier date is specified. Buyer agrees selections will be set forth in writing on a form prepared by Seller. Buyer further acknowledges that if the selections have not been made by the earlier of 14 days or the specified date, that Seller at Seller's option, may make such missing selections for Buyer and such selections are hereby deemed agreed to and acceptable to Buyer. **BUYER AGREES TO SCHEDULE A SELECTION APPOINTMENT BETWEEN 9 AM - 4 PM M-F EXCEPT FOR HOLIDAYS.** Seller reserves the right to approve or reject color selections. Buyer acknowledges some color selections are considered extras and may require an additional deposit. Buyer acknowledges that there may be color variations in some of the selections that are made from the samples and colors in the Seller's Design Studio.

F. Household Goods. The movement of any household goods or other materials by Buyer into the home will not be permitted until after closing.

G. Contractors and/or Suppliers. All work and materials to be performed or supplied under the Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, material men and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to closing. Buyer agrees not to interfere with the work of Seller's contractors, subcontractors, employees, agents, material men and suppliers.

H. Inspections. Buyer and/or Buyer's professional home inspector shall have the right to enter the property at Buyer's expense and at reasonable times prior to orientation to thoroughly inspect, examine, and test the Property provided Home is ready for inspection. Seller shall cause all utility services and any appliances to be in operation, so Buyer may complete all inspections under the Agreement. The Buyer agrees to indemnify and hold the Seller and all Brokers harmless from all claims, injuries, and damages arising out of or related to the exercise of these rights. Buyer shall have the right to request that Seller repair and/or replace within a reasonable time prior to closing only defects in the property identified by Buyer. The term "defects" shall mean any portion of an item in the Property which: (1) constitutes a non-grandfathered violation of applicable laws or governmental codes or regulations; (2) has not been substantially completed or constructed in substantial accordance with the plans and specifications for the Property; or (3) is a defect as that term is defined in any warranty provided by Seller. Buyer agrees to present Seller with a list of defects ("List") under this paragraph at least two weeks prior to closing.

If a professional Home Inspection is performed, Buyer agrees to have inspection completed and present report ("Report") from inspector to Seller at least one week prior to orientation walkthrough. Buyer agrees and acknowledges Seller is not governed by outside inspections other than those required by governmental agencies. Buyer further agrees that a home inspector must meet the following requirements: (1) Maintain all licenses required by law, (2) Be a full-time professional inspector or engineer, (3) Be a current member of the American Society of Home Inspectors or the National Society of Home Inspectors, (4) Have general liability insurance in the amount of at least $500,000, and (5) Have professional liability insurance in the amount of at least $500,000.

Buyer acknowledges that the only criteria that will be used to compile the Report or List are set forth in the warranty described in Paragraph 24 of the Agreement. Buyer also acknowledges that Seller is not required and will not perform any work that would exceed the approved or generally accepted criteria. Buyer agrees to deliver only one Report or List for all requested repairs.

Buyer acknowledges that Seller will make its best effort to complete all of the items specified in the agreed upon Report or List on a timely basis before closing, but the fact that any repairs, touchups or adjustments are incomplete shall not constitute a valid reason for Buyer's failure to close. Seller will repair or complete after closing any uncompleted items on Report or List agreed to by Seller in writing according to Seller's warranty scheduling policy. The existence of such uncompleted Report or List items shall not entitle Buyer to terminate the Agreement, withhold funds at closing, or delay the closing beyond the Closing Date. Seller will retain exclusive possession of the Home until Seller has received all monies due from Buyer. Seller may, at its sole discretion, elect to delay closing in order to complete items on Report or List.

Buyer agrees to limit inspections of the Property to a reasonable length of time during business hours. Buyer further agrees to avoid conversations with workmen or in any way hinder their work. Buyer agrees to deal only with the designated representative assigned by Seller to the Property and to limit communications with the representative to normal business hours.

The Buyer's agents, relatives, guests, invitees, etc., are not permitted on site or in the Home without

written permission of the Seller. Such limited access is intended to prevent accidental workplace injuries, and access will be given upon reasonable notice to Seller.

If the Buyer enters on the property or into the Home for any reason, the Buyer assumes full responsibility for any injury suffered by Buyer, Buyer's invitees, agents, relatives, etc., and agrees to indemnify and hold harmless the Seller for all damages resulting from such access. **POSSESSION OF THE PROPERTY WILL BE DEEMED TO BE FINAL ACCEPTANCE OF THE PROPERTY, SUBJECT TO ANY UNCOMPLETED LIST ITEMS AGREED TO BY SELLER IN WRITING.**

Buyer waives any and all rights to receive Residential Property Condition Disclosure Statements required by Georgia or South Carolina laws prior to an offer being submitted to Seller.

I. Power of Attorney. Buyer acknowledges Buyer must have a valid Power of Attorney on file authorizing an individual other than the Buyer to discuss, negotiate, or to take any other action in regard to the Agreement. No Power of Attorney is necessary for Actions with Buyer's real estate agent, lender, appraiser, insurance agent or any other person or entity named in the Agreement for such actions necessary for performance of Agreement.

7. Protective Covenants and Homeowners' Association Fees. Buyer acknowledges the Property being purchased under the Agreement is subject to protective covenants ("Covenants") that restrict the use of the property. Buyer agrees to comply with the restrictions of the Covenants. Furthermore, Buyer acknowledges receipt of the Covenants. Buyer agrees that the covenants may be amended or updated by the Declarant named in the covenants, the subdivision developer, or Seller.

A. **Homeowners' Association Fees.** *[The sections not marked are not a part of the Agreement.]*

- ☑ **Mandatory.** Buyer acknowledges there is a required association fee in the approximate amount of $ 300 per year, prorated at closing, and an initiation fee of $ 200. The amounts of association fees are dependent upon the management of the association and may change from time to time.
- ☐ **Not Mandatory.** Buyer acknowledges that there is not a required association fee.
- ☐ **No Association.** Buyer acknowledges that there is no association.

Buyer acknowledges that association fees may be used to service the debt of the homeowner's association.

8. Closing and Possession.

A. Completion. The Property shall be considered completed and ready to close upon issuance of a Certificate of Occupancy or Final Inspection Certificate covering the Property by governing authority in which the Property lies. Seller shall deliver to Buyer at closing a Certificate of Occupancy, or the appropriate equivalent or substitute for the Property. Closing will take place even if some work needs to be completed so long as either a certificate of occupancy (or equivalent), either temporary or permanent, has been issued or lender's final inspection has been completed. In the event the governing authoritydoes not routinely issue certificates of occupancy or the equivalent, the closing will take place when Seller deems the Home to be substantially complete.

B. Warranty of Title. Seller warrants that at the time of closing, Seller will convey good and marketable title to said Property by limited warranty deed, subject to: (1) zoning; (2) general utility, sewer, and drainage easements of record; (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record; (4) leases and other encumbrances specified in the Agreement; (5) any other encumbrances shown on subdivision or individual plat. Buyer agrees to assume Seller's responsibilities in any leases specified in the Agreement.

In South Carolina, if the property being purchased was previously zoned for agricultural use, "rollback taxes" may be assessed by the governing authority at some future date after title transfers from Seller to Buyer. The parties agree that although payment of rollback taxes are the responsibility of the prior owner who actually received the benefit of that agricultural use zoning, the Buyer may receive a billing statement for these rollback taxes in the future. In such an event, Buyer may contact Seller, who shall facilitate and provide its last known contact information for the prior owner responsible for payment of these taxes. However, unless Seller or one of its affiliated companies previously owned the property and received the benefit of agricultural use zoning, the parties agree Seller shall not be responsible for payment of rollback taxes. Therefore, in the event Buyer is unable to obtain payment for rollback taxes from a prior owner not affiliated with the Seller who received the benefit of agricultural use zoning, Buyer shall then be responsible for payment of the rollback taxes.

C. Examination. Buyer may, prior to closing, examine title and furnish Seller with a written statement of objections affecting the marketability of said title. If Seller fails to satisfy valid title objections prior to closing or any extension thereof, then Buyer may terminate the Agreement upon written notice to Seller, in which case Buyer's earnest money shall be returned. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia or South Carolina will insure at its regular rates, subject only to standard exceptions.

D. Possession. Possession of Property will be given to Buyer at the time of closing. Seller shall deliver Property clean and free of debris at time of possession. The Property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the date of the Agreement until possession is delivered, ordinary wear and tear excepted. If the Property is destroyed or substantially damaged prior to closing, Seller shall promptly notify Buyer of the amount of insurance proceeds available to repair the damage and whether Seller will complete repairs prior to closing. Buyer may terminate the Agreement not later than five days after receiving such notice by giving written notice to Seller.

E. Soil Treatment Bond. At closing, Seller shall provide Buyer a current Soil Treatment Certification/Bond. If any additional inspections and/or reports are requested by Buyer or Lender, any costs for such inspections and/or reports shall be paid by Buyer.

F. Personal Property. No personal property will convey as a part of the sale.

9. Advertising Rights. Buyer agrees Seller has the right to use pictures of the Buyer's home in advertising.

10. **Disclaimer.** Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the Property; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Property; any condition(s) existing off the Property which may affect the Property; the terms, conditions and availability of financing; and the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer further acknowledges that in every neighborhood there are conditions which different buyers may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and

other off site conditions which could affect the Property including but not limited to, landfills, quarries, high voltage power lines, cemeteries, airports, prisons, stadiums, odor producing factories, railroad tracks and stations, and crime.

11. Brokerage and Agency.

A. Agency.

☐ ***Georgia***

(i) In the Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. §10-6A-1 et seq.

(ii) Buyer acknowledges that if they are not represented by a Broker they are solely responsible for protecting their own interests and that Broker's role is limited to performing ministerial acts.

☑ ***South Carolina***

Attached is the South Carolina Real Estate Commission's "Agency Relationships in Real Estate" form, provided to the Buyer for informational purposes only.

B. Brokerage. The Selling Broker(s) identified herein has performed valuable brokerage services and is to be paid compensation pursuant to a separate agreement or agreements. If no selling broker is identified at the time of writing this Agreement, Buyer agrees Seller shall pay no brokerage fees or compensation. The closing attorney is directed to pay the compensation of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full compensation, the party owing the compensation will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker their respective portion of said compensation.

12. Default. If the Buyer shall default under the Agreement, the Seller shall have the option of suing for any damages or terminating the Agreement. In the event the Agreement is terminated the earnest money, Construction Deposits and extras money shall be retained by the Seller.

If Seller has defaulted under any of the terms of the Agreement, Buyer will provide Seller with written notice as to the exact nature of such default. Seller will have ten (10) calendar days from the date of the receipt of such notice within which to cure the default. Under no circumstances will Seller be liable for any consequential, special, indirect, or punitive damages.

If Buyer has defaulted under any terms of Agreement, then Buyer agrees to reimburse Seller for costs incurred by Seller for the costs of holding Property from Closing Date to date upon which it closes with another buyer at rate of $100 a day. Any dispute about reimbursable costs shall be settled by arbitration as described in Paragraph 14 of Agreement and the losing party shall pay for all arbitration costs.

13. Agreement to Arbitrate. Buyer will be provided with a Limited Warranty Agreement (Warranty Program) in connection with the purchase of the Property. The Seller's sole responsibility shall be limited to the terms and conditions set forth in the Limited Warranty Agreement. The Buyer agrees to submit to and be bound by the dispute settlement procedures under the Limited Warranty Agreement, which includes Binding Arbitration. Seller makes no further warranties, expressed, general, limited or implied,

including implied warranty of merchantability, implied warranty for a particular purpose or implied warranty of habitability except as contained in the Limited Warranty Agreement.

In the event that the Buyer asserts any claim or complaint arising out of or relating to this Agreement which Seller and Buyer do not resolve by mutual agreement, or the claim or complaint does not fall within the scope and jurisdiction of the Limited Warranty Agreement (claims or complaints that are determined to be expired or excluded under the Limited Warranty Agreement are considered to be within the scope and jurisdiction of the Limited Warranty Agreement), then the claim or complaint shall be settled by binding arbitration though Construction Arbitration Associates, LTD. If Construction Arbitration Associates, LTD is unavailable then arbitration will be conducted by a mutually agreed upon arbitrator. When Property is transferred to Buyer from Seller it is automatically enrolled in the Limited Warranty Agreement.

Buyer's sole and exclusive remedy against Seller is final and binding arbitration as described herein and Buyer hereby waives any rights it may have to litigate any matters pertaining to the Agreement or in any way arising out of the purchase or construction of the Property. This provision shall survive closing and the execution and delivery of the deed of conveyance. Buyer likewise consents to Seller's arbitration of any claims Seller may have against the Buyer to the same extent as provided in this Paragraph 14. Accordingly, Buyer and Seller hereby waive court trial or trial by jury as to any and all claims, disputes or other matters arising out of or relating to this Agreement, whether sounding in contract, tort, or otherwise. This Paragraph shall survive closing and execution and delivery of the deed of conveyance.

☐ BUYER ☐ BUYER ☐ SELLER

In the event Buyer disregards the requirements to arbitrate any claims, complaints or disputes against the Seller, all as set forth in the body of this Agreement, but instead files a lawsuit or some civil action in any Court of law or equity to prosecute such claims, complaints or disputes, then Buyer shall be responsible for payment of all attorney fees, court costs, and any related litigation expenses incurred by Seller in defending that lawsuit or civil action. Paragraph 14 shall survive the transfer of Property from Seller to Buyer in this Agreement. This Limited Warranty Agreement is only for Buyer and is not transferable to any future buyer. Seller and Buyer agree to use arbitration as described in paragraph 14 in the event the Agreement is terminated.

14. Seller's Unilateral Right to Terminate. If a dispute arises regarding any construction matter, methods, or other activities before the closing of Property, that Seller and Buyer cannot mutually resolve, Seller shall have the unilateral right to terminate Agreement.

15. Development of Adjacent and Nearby Lands. Buyer acknowledges that land near Property may be developed in any manner and Buyer is not entitled to rely upon any representation with regard to the present or future use of this land. Furthermore, Buyer acknowledges that with regard to other land owned by Seller, Seller or developer has the right to develop said land or sell it to others for the purpose of future development or use, without any limitation or restrictions on its future usage. The Agreement shall survive closing of the sale of Property.

16. Entire Agreement; Binding Agreement. The parties agree that the written Agreement expresses the entire agreement between the parties, and that there is no agreement, oral or otherwise, modifying the terms hereunder and that the Agreement shall be binding on both parties, their principles, heirs, personal representative, successors and assigns as state law permits. However, Seller and Buyer acknowledge that written Agreement may from time to time, be modified by a change order, addendum, or other form of modification. Buyer(s) acknowledge that only officers of the Seller can modify the Agreement. The modification or waiver of any of the provisions of this Agreement shall be effective only

if made in writing and executed with the same formality of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The Agreement shall survive closing. Buyer(s) acknowledge any work performed after closing shall be in accordance with this Agreement and there shall be no need for a separate agreement to perform any warranty work or other work as deemed necessary by the Seller.

17. Notices. Any notice required to Seller herein shall be delivered in writing to the Seller at 924 Stevens Creek Road, Augusta, GA 30907. Any written notice to Buyer shall be deemed received if addressed and mailed to Buyer's address as set forth herein or to Buyers' real estate agent by facsimile, U.S. mail, email, or other mail service.

18. Severability. If any provision of the Agreement shall be deemed illegal, invalid or unenforceable, the offending provision shall not affect the validity, legality or enforceability of the remaining portions of the Agreement and they shall remain in full force.

19. Facsimile and Other Electronic Means. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

20. Time. Time is of the essence for performance by the Buyer and failure to perform or honor any obligations under the Agreement will place Buyer in default under Agreement.

21. Transfer, Assignment, and Recording. Buyer may not transfer or assign the Agreement, or any rights and obligations therein, without the express written permission of Seller. Seller shall have the right to assign this Agreement without Buyer's expressed or implied consent and/or approval. The Agreement will be binding upon Buyer and Seller, and their respective heirs, successors, administrators and assigns. Buyer may not record the Agreement or any part thereof and any such recording will have no affect under Georgia or South Carolina law.

22. **Disparaging Remarks.** From and after the Binding Agreement Date as shown on page 16, the Buyer shall not make any disparaging remarks or comments about or concerning the Seller and any of their respective assigns, officers, directors, shareholders, members, agents, servants, employees and attorneys and any other party or entity related in any way to them (collectively the "Seller Parties"), whether orally or in writing, and including

any filing in any judicial or quasi-judicial proceeding. The Buyer specifically agrees not to (directly, indirectly or in concert with any third party) initiate or have any conversation or communication (orally or in writing) with any person or entity in any way in which Buyer shall make any disparaging remark or comment concerning any of the Seller Parties, including but not limited to comments concerning the quality of any of their products or their integrity as a contractor or builder. In the event of a breach of this paragraph of the Agreement by the Buyer, it is expressly agreed that any of the Seller Parties shall have the right to any and all of the following: (i) obtain injunctive relief under this Agreement and/or (ii) pursue a claim against the Buyer for monetary damages. For the purposes of this subparagraph (ii) each separate statement, comment or filing by the Buyer shall be deemed a separate and independent breach, distinct from any prior or later separate statement, comment or filing. The Buyer acknowledges that the execution of this Agreement is valid and sufficient consideration for the provisions of this paragraph and that the provisions of this paragraph shall be enforceable independently from each and every other provision herein contained. In any such arbitration, as described in Paragraph 14, commenced by any of the Seller Parties pursuant to this paragraph, the party not prevailing in such arbitration shall pay to the

prevailing party reasonable attorney fees and costs of suit.

23. Limited Warranty.

A. Warranty Compliance. The Seller's warranty responsibilities shall be expressly limited only to the requirements as set forth in the Limited Warranty Agreement.

Buyer expressly acknowledges receipt of a copy of the Limited Warranty Agreement.

☐ BUYER ☐ BUYER

B. No Other Warranty. By acceptance of the above stated Limited Warranty Agreement provisions, Buyer expressly waives any and all warranty requirements granted pursuant to federal, state, county and local laws, including, but not limited to, statutory law, case law, and local regulations and ordinances. In the event Buyer disregards the requirements to arbitrate any claims, complaints or disputes against the Seller, all as set forth in the body of this Agreement, but instead files a complaint with a federal, state, or local regulatory authority, the Buyer shall be responsible for payment of all attorney fees, court costs, and any related litigation expenses incurred by Seller in connection with the complaint.

C. Term. The term of this Limited Warranty Agreement shall be one (1) year workmanship/materials, one (1) year delivery portion of systems, and ten (10) year major structural defect coverage, commencing on the date of closing of the purchase of the Property by the Buyer or the date Property was first used as a residence, whichever occurs first, except for items in the Limited Warranty Agreement that are only warranted to meet a standard on the date of closing. This Limited Warranty Agreement shall become effective from and after the closing.

D. Performance Standards. The Performance Standards in the Limited Warranty are based on but are not identical to the Residential Construction Performance Guidelines for Professional Builders and Remodelers, Sixth Edition, published by the National Association of Home Builders.

E. Notice to Seller. In the event of the occurrence of a problem as to which the Seller has responsibility in the Limited Warranty, the Buyer must comply with Paragraph 18, Notices.

The notice must specify the problem in detail and must be given to the Seller within the warranty term. The Seller shall not be responsible for problems as to which a required, timely notice has not been given. The Buyer shall permit the Seller or its agents, employers or contractor's reasonable access to the Property during normal business hours (Monday - Friday, 9:00 AM - 4:00 PM) to inspect or perform work required under this Limited Warranty.

F. Exclusive Warranty and Remedy. The Limited Warranty is given by the Seller and accepted by the Buyer in lieu of all other warranties of any kind whatsoever, express or implied, including without limitation, warranties of habitability, merchantability, fitness, and workmanship relating to the Property, all of which other warranties are expressly excluded by the Seller. Except for any rights of the Buyer relating to completion of items of the Orientation, as expressly set forth in the Agreement, this Limited Warranty, is also given by the Seller and accepted by the Buyer in lieu of all other rights or remedies that the Buyer has or may have against the Seller relating to construction on the Property or the condition or circumstance existing on or in the vicinity of the Property, including but not limited to any rights based on negligent construction, code violations, breach of Agreement or breach of warranty (other than based on the terms of the Limited Warranty). In lieu of repairing any problem covered by the Limited Warranty, the Seller shall have the option of replacing such item or of paying reasonable sums to the Buyer with which to have such problem addressed by the Buyer or third party. Unless a problem constitutes an

emergency or additional material damage would result from delay in addressing such problem, the Seller has the option of waiting to address all or several problems at once or in groups.

G. Miscellaneous. This Limited Warranty is part of the Agreement and incorporates its terms and provisions, (including without limitation those requiring mandatory binding arbitration), except to the extent they conflict with the terms of this Limited Warranty, in which event the terms of this Limited Warranty shall prevail.

24. Meagan's Law. The Buyer agrees that the Seller, Listing and/or Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry or the Georgia Violent Sex Offender Registry. The Buyer agrees that no course of action may be brought against the Seller, Listing and/or Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials. In Georgia, if Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested; Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.

25. Seller Right of Assignment. Buyer agrees that Seller shall have the right to assign Agreement and all benefits and liabilities with respect to Agreement. If Seller assigns Agreement, Buyer agrees to hold Seller harmless for any matter pertaining to Agreement.

26. Price Escalation Clause. Buyer and Seller acknowledge the market conditions have caused dramatic material and labor shortages. Consequently, material and labor suppliers have at times substantially increased prices. Therefore, Buyer and Seller agree that if Seller experiences a $2,000 or more increase in the costs of material or labor to be used in the construction of Property, Seller may request an increase in the purchase price of Property. Buyer agrees to accept or reject the price increase within five (5) calendar days of notification to Buyer or Buyer's agent. If Buyer does not agree to accept price increase or fails to respond by the end of the notification period, Seller shall terminate Agreement, and as mentioned elsewhere Construction Deposits are non-refundable if Agreement is terminated. Seller shall have the right to ask for a price increase at any and all times that increases are greater than $2,000 in the costs of material or labor.

☐ BUYER ☐ BUYER

27. In the event that Seller has not obtained ownership of Property and Seller is unable to obtain ownership of Property on or before 45 days from the date of Agreement, Seller shall refund deposits and agree to release earnest money to Buyer and Agreement shall be terminated.

28. Exhibits, Addenda, and Special Stipulations. If any exhibit or addendum conflicts with any preceding paragraph, said exhibit, addenda, and special stipulations shall control except as such might affect the treatment of earnest money, Construction Deposits or any extras money.

☐ BUYER ☐ BUYER ☐ SELLER

29. Buyer acknowledges receipt of:

A. Floor plan rendering of the model and style of the housing unit being purchased.
B. Feature sheet outlining various accessories, trim, interior and exterior features of the housing unit and the neighborhood.
C. Subdivision plat that includes a depiction of the lot being purchased.

All of the items in section 30 are subject to the terms and conditions expressly stated on the respective documents received by Buyer.

☐ BUYER ☐ BUYER

30. Time Limit of Offer. The terms of this Agreement shall constitute an offer ("Offer") which shall expire at_____o'clock____M. on the_____day of_____, 20___unless prior to that time it is accepted in writing by the party to whom the offer was made and notice of acceptance is delivered back to the party making the offer via facsimile, e-mail or in writing.

(For Seller's Use Only) The Seller's counteroffer shall expire at_____o'clock____M. on the _____ day of_____, 20___unless prior to that time it is accepted in writing by the party to whom the offer was made and notice of acceptance is delivered back to the party making the offer via facsimile, e-mail or in writing.

31. Special Stipulations.

Buyer's Signature

Print or Type Name

Buyer's Signature

Print or Type Name

Selling Broker

By: Broker or Broker's Affiliated Licensee

Print or Type Name

(GA) (SC)

Selling Firm Brokerage Licensing Number

Selling Broker/Licensee Contact Information:

Phone #

Email

(GA) (SC)

Selling Agent's GA or SC RE License Number

Seller's Signature

KEYSTONE HOMES,INC.

Print or Type Name:

Real Broker, LLC

Listing Broker

By: Broker or Broker's Affiliated Licensee

William Seamon

Print or Type Name

(GA) (SC) 22226

Listing Firm Brokerage Licensing Number

Listing Broker/Licensee Contact Information:

Phone # 803.270.7583

Email jseamon@jpropertiesonline.com

(GA) (SC) 106683

Listing Agent's GA or SC RE License Number

Homebuyer Information

Please make sure to provide an accurate email address. This is how you will be contacted for the Design Studio and by your Builder for updates and orientation.

NAME E-MAIL

PHONE ( )

NAME E-MAIL

PHONE ( )

CURRENT MAILING ADDRESS

PREFERRED METHOD OF CONTACT

CLOSING DATE

Do you prefer morning or afternoon orientation? Morning or afternoon closing?

Do you prefer a specific day for orientation M T W TH F or for closing M T W TH F?

Binding Agreement Date:

The above proposition is hereby accepted, o'clock .m on the day of , 20

This instrument shall become a binding agreement on the date ("Binding Agreement Date") when notice of the acceptance of this Agreement has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.