

EXHIBIT "D"

Form Agreement of Sale with Addendum

This form recommended and approved for, but not restricted to, use by members of the Greater Harrisburg Association of REALTORS®

AGENT FOR SELLER SUB AGENT FOR SELLER AGENT FOR BUYER
PA. LICENSED BROKER PA. LICENSED BROKER PA. LICENSED BROKER

This Agreement made this _____ day of _____ 19____

1. PRINCIPALS Between _____ (residing at _____ hereinafter called Seller, and _____ (residing at _____ hereinafter called Buyer.

2. PROPERTY: Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase: ALL THAT CERTAIN Lot or piece of ground with buildings and improvements thereon erected, if any, known as: _____

3. ZONING: Zoning Classification _____ Failure of this Agreement to contain the zoning classification except in cases where the property (or each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings shall render this Agreement voidable at the option of the Buyer and if voided deposits tendered by the Buyer shall be returned to the Buyer without a requirement of court action.

4. TERMS: (a) Purchase Price _____

to be paid by the Buyer as follows: (\$ _____)

(b) DEPOSIT Check Cash Note at the signing of this agreement, receipt of which is hereby acknowledged \$ _____

If Note, to be redeemed on or before the _____ day of _____ 19____

(c) ADDITIONAL DEPOSIT due on or before the _____ day of _____ 19____ \$ _____

(d) BALANCE OF PURCHASE PRICE at settlement (cash, certified check, and/or mortgage funds) \$ _____

TOTAL \$ _____

(e) Written approval of Seller to be on or before the _____ day of _____ 19____

(f) Settlement to be made on or before the _____ day of _____ 19____

(g) The following shall be apportioned pro-rata as of and as time of settlement: Taxes as levied and assessed, rents, interest on mortgage assumptions, condominium fees and homeowner association fees if any, water and/or sewer rents if any, together with any other tenable municipal services. All Realty Transfer Taxes shall be divided evenly unless otherwise provided herein.

5. PROPERTY SETTLEMENT CONTINGENCY: This agreement is subject to the settlement of Buyer's property located at _____ on or before _____

6. FINANCING CONTINGENCY: This agreement is subject to the financing as follows:

(a) PRINCIPAL AMOUNT \$ _____ TYPE _____ MINIMUM TERM _____ MAXIMUM INITIAL INTEREST RATE _____ % MAXIMUM TOTAL POINTS, INCLUDING LOAN ORIGATION FEE, TO BE PAID BY THE BUYER: _____

TERMINAL DATE for Obtaining Financing Commitment _____

Broker may advise Buyer of possible sources of mortgage funds, but cannot assume responsibility for obtaining Buyer's mortgage. If said loan cannot be obtained as herein provided, this Agreement shall be NULL AND VOID and all deposit monies shall be returned to the Buyer on or before date of settlement as provided herein, subject however to the provisions in Paragraphs 6(b) and 6(c).

(b) Buyer shall make a completed application to a responsible lending institution for the said loan within _____ calendar days from the Seller's approval hereof. Should the Buyer fail to make such completed application within the specified time, it shall be at the option of the Seller, within five (5) calendar days thereafter to:

(i) Declare this Agreement NULL AND VOID, at which time, all monies paid on account will be forfeited to Seller as liquidated damages, subject to the Rules and Regulations of the Pennsylvania Real Estate Commission, or

(ii) In absence of written notice to the Buyer by the Seller declaring this Agreement NULL AND VOID, the condition and contingency provided for in this Paragraph, together with any other financing contingencies that may be herein or endorsed hereto, shall no longer prevail, and this Agreement shall remain effective according to its terms in the same manner as if the condition and contingency were not a part hereof.

(c) Seller or Agent must receive a written commitment valid until the date of settlement, for the said loan, on or before the terminal date as specified. If the said commitment is not furnished with the terms as specified herein, or on other terms accepted in writing by the Buyer, on or before the specified date, Seller shall have the option, at that date, or any other time thereafter, during the term of this Agreement, until, but not beyond the date of receipt of the commitment by the Seller, or Agent, to declare this Agreement NULL AND VOID, by written notice to the Buyer of his/her decision to cancel, at which time all deposit monies paid on account shall be returned to the Buyer, subject to the payment required, if any, provided for in Paragraph 12(b): (i), (ii), and (iii).

(d) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers and/or Buyer as may be required by the lending institution or insuring agencies.

(e) Seller hereby agrees to pay additional mortgage discount points and/or loan origination fee in case of a buyer obtaining financing from a lending institution requiring any one or all of aforesaid fees, providing the total of said fees does not exceed _____ % of the amount of the mortgage.

7. STATUS OF WATER AND SEWER: Seller warrants that this property is serviced by _____ water and _____ sewer. Further, Seller warrants that these systems are fully paid for and, as of the date of this agreement are in satisfactory operating condition. If either aforesaid system is private, Seller warrants that he/she has no notice from the municipality or from municipal authorities that public water and/or sewer will be extended or installed.

8. MUNICIPAL IMPROVEMENTS: Seller has no notice of municipal improvements (such as sidewalks, curbs, etc.) except _____ Access to a public road may require issuance of a Highway occupancy permit from the Department of Transportation.

9. SPECIAL CLAUSES: _____

10. ATTACHED ADDENDA are made a part of this Agreement: Wood Infestation Radon Disclosure Private Water/On-Site Sewage FHA/VA

Dual Agency Consent Home Inspection Other(s): _____

11. PERSONALTY: All existing plumbing, heating, air-conditioning and lighting fixtures (including chandeliers and ceiling fans) and systems appurtenant thereto and forming a part hereof, and other permanent fixtures, as well as all ranges, laundry tubs, T.V. antennas, mats and rotor systems, together with wall to wall carpeting, screens, storm sash and/or doors, shades, awnings, venetian blinds, coverings for automatic washers and dryers, etc. radiator covers, cornices, water softeners, kitchen cabinets, drapery rods, drapery rod hardware, curtain rods, curtain rod hardware, all trees, shrubbery, plantings now in or on property, garage door opener, shade, if any, unless specifically excepted in this Agreement, are included in the sale and purchase price. None of the above mentioned items shall be removed or substituted by the Seller from premises after date of this Agreement. Any remaining heating and/or cooking fuels stored on the premises at time of settlement are also included under this Agreement. Seller hereby warrants that he/she will deliver good title to all of the articles described in this paragraph, and any other fixtures or items of personalty specifically scheduled to be included in this sale. Seller warrants all plumbing, heating, air conditioning, mechanical and electrical systems and equipment and appliances to be in proper working order at time of settlement. This warranty does not survive closing.

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- (a) The premises are to be conveyed in fee simple by special warranty deed, with the usual covenants, conditions and restrictions, if any; or easements or restrictions visible upon the ground. Existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground, otherwise the title to the above described real estate shall be good and marketable or such as will be insured by a reputable title insurance company at the regular rates.
- (b) The Buyer will pay for the following:
- The premiums for title insurance, mechanics lien insurance and/or title search, or fee for cancellation of same, if any.
 - The premiums for flood insurance and/or fire insurance with extended coverage, insurance broker charges or cancellation fee, if any.
 - Appraisal (and charges paid in advance to mortgage), if any.
 - Buyer's normal settlement costs and accruals unless otherwise stated herein.
- (c) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the premises (or the correction thereof), shall be secured and paid for by the Seller. However, any survey or surveys desired by the Buyer or required by his mortgage shall be secured and paid for by the Buyer.
- (d) In the event the Seller is unable to give a good and marketable title or such as will be insured by a reputable title company, subject as aforesaid, Buyer shall have the option of taking such title as the Seller can give without statement of price or of being repaid all monies paid by the Buyer to the Seller on account of the purchase price and the Seller will reimburse the Buyer for any costs incurred by the Buyer for those items specified in Paragraph 12(b) items (i), (ii), (iii) and in Paragraph 12(c); and in the latter event there shall be no further liability or objection on either of the parties hereto and this Agreement shall become NULL AND VOID.
13. **PAYMENT OF DEPOSIT:** Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for the Seller, who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for the Seller may, at his or her sole option, hold any unashed check tendered as deposit, pending the acceptance of this offer.
- If there is a dispute between the Buyer and the Seller over who is entitled to the deposit, Agent will not be responsible to resolve that dispute and will not be liable to either Buyer or the Seller for refusing to release the deposit without an adequate written agreement between Buyer and Seller or a valid court order. Buyer and Seller agree that, in the event the Agent and/or Subagent are/join in litigation for the return of deposit monies, the Agent's and/or Subagent's reasonable attorney's fees and costs will be paid by the party joining the Agent or Subagent.
14. **POSSESSION AND TENDER:**
- Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) at day and time of settlement, or by deed and assignment of existing lease(s) at the time of settlement if premises is/are tenanted occupied at the signing of this Agreement, unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initiating said lease(s) at time of signing of this Agreement of Sale if tenanted occupied.
 - Seller will not enter into any new lease(s), written extension of existing lease(s), if any, or additional lease(s) for the premises without express written consent of the Buyer.
 - Formal tender of an executed deed and purchase money is hereby waived.
 - Buyer reserves the right to make a pre-settlement inspection of the subject premises, and will execute appropriate documentation of such inspection.
15. **RISK OF LOSS:**
- Seller shall maintain the property (including all items mentioned in paragraph #11 herein) and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
 - Seller shall bear risk of loss from fire or other casualty until time of settlement. In the event of damage to the property by fire or other casualty, Buyer shall have the option of rescinding this agreement and receiving hand money paid on account or of accepting the property in its then condition with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that he may insure his equitable interest in this property as of the time of the acceptance of this agreement.
16. **REPRESENTATIONS:** It is understood that Buyer has inspected the property, or hereby waives the right to do so and he/she has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation made by the Seller or any other officer, partner or employee of Seller, or by the agent of the Seller or any of the latter's salespersons and employees, or by a cooperating Broker, if any, or any of his/her salespersons and employees and that he/she has agreed to purchase it in its present condition unless otherwise specified herein and further acknowledges that the aforementioned parties are not qualified to render an opinion on construction, engineering, or environmental matters and that the buyer has been advised that he may require or wish to seek the assistance of experts in those fields. It is further understood that this Agreement contains the whole agreement between the Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.
17. **RECORDING:** This agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record, and if Buyer shall record this agreement or cause or permit the same to be recorded, Seller may, at his/her option, elect to treat such act as a breach of this agreement.
18. **ASSIGNMENT:** This Agreement shall be binding upon the respective heirs, executors, administrators, successors and, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that the Buyer shall not transfer or assign this Agreement without the written consent of the Seller being first obtained.
19. **NON-LIABILITY OF AGENT:** Except as may be provided by a separate agreement or addendum to this Agreement, Agent(s) or Sub-Agent(s), if any, are representing Seller, not the Buyer.
- It is expressly understood and agreed between the parties hereto that the herein named agent, his/her salespersons and employees or any officer or partner or agent and any cooperating broker and his/her salespersons and employees and any officer or partner of the cooperating broker are acting as agent only in bringing the Buyer and Seller together, and will in no case whatsoever be held liable jointly or severally to either party for the performance of any item or covenant of this Agreement or for damages for the non-performance thereof.
20. **DEFAULT - TIME IS OF THE ESSENCE:** The said time for settlement and all other items referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. Should the Buyer:
- Fail to make any additional payments as specified in Paragraph 4.
 - Furnish false or incomplete information to the Seller, the Seller's agent, or the mortgage lender, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
 - Violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained:
 - by the Seller on account of the purchase price, should the seller demand the full purchase price, or
 - as monies to be applied to the Seller's damages, or
 - as liquidated damages for such breach.
- As the Seller may elect, and to the extent that the Seller elects to retain the monies as liquidated damages in accordance with Paragraph 20(c)(iii), the Seller shall be released from all liability or obligation as this Agreement shall be NULL AND VOID.
21. **RECOVERY FUND:** A real estate recovery fund exists to reimburse any persons who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgement after exhausting all legal and equitable remedies. For complete details about the fund, call (717) 783-4854.
22. **REAL ESTATE DISPUTE RESOLUTION SYSTEM:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the service provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Real Estate Dispute Resolution System. Disputes shall include representations made by the buyer, seller, or any broker, agent, subagent, or other person or entity in connection with the sale, purchase, financing, conditions, or other aspect of the property to which this Agreement pertains including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. The provisions of this paragraph relating to mediation shall survive settlement or the subject property or earlier termination of this Agreement. Buyer and seller acknowledge that they have received, read, and understand the standard announcement brochure and rules and procedures for the Real Estate Dispute Resolution System.
23. **DESCRIPTIVE HEADING:** The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matter in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties.
24. **AGREEMENT:** THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE SELLER AND BUYER. THERE ARE NO OTHER TERMS, OBLIGATIONS, COVENANTS, REPRESENTATIONS, STATEMENTS OR CONDITIONS, ORAL OR OTHERWISE, OF ANY KIND WHATSOEVER CONCERNING THIS SALE, EXCEPT AS ATTACHED TO THIS CONTRACT.

[Do Not Write in This Space]

This is a legally binding contract; if not understood, consult your attorney.

Fax Statement: This Document may be executed by the Buyer or Seller and transmitted to the other for execution by telefax. When executed and delivered in such manner, this Document will be binding as though executed by the parties on the original document.

APPROVAL BY BUYER: In witness whereof, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals the day and year first above written.

WITNESS AS TO BUYER _____ BUYER _____ (SEAL)

WITNESS AS TO BUYER _____ BUYER _____ (SEAL)

APPROVAL BY SELLER: Seller(s) hereby approve contract this _____ day of _____, 19____

WITNESS AS TO SELLER _____ SELLER _____ (SEAL)

AGENT BY: _____ SELLER _____ (SEAL)

MEADOWBROOK FARMS
ADDENDUM TO AGREEMENT OF SALE

Between PAMAY DEVELOPMENT CO., INC. (Seller) and _____ (Buyer), dated _____ for Lot _____, Meadowbrook Farms, Phase I (North Middleton Township) or (Middlesex Township).
Seller and Buyer agree:

1. Seller's obligation as to transfer tax shall be limited to \$ _____. Buyer shall indemnify and hold Seller harmless from any further obligation, and this clause shall survive settlement.
2. Buyer acknowledges receipt of the Public Offering Statement, with attached Exhibits, including the Planned Community Declaration.
3. Membership in the Meadowbrook Farms Homeowner's Association is mandatory. An initiation fee of \$100.00 will be collected at settlement.
4. Buyer acknowledges and agrees that any construction, improvement or movement of soil on the Lot is under and subject to the restriction and regulation of the Dauphin County Soil Conservation District. Buyer shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans. Buyer hereby indemnifies and holds harmless Seller, its successors and assigns, from any loss, damage or claim that Buyer may have or incur as a result of the Buyer's failure to construct and maintain proper erosion and sedimentation controls. This clause shall survive settlement.
5. Builder, as approved by Seller, shall be obligated to pay a five percent (5%) commission to Jack Gaughen Realty on the house and lot value. This restriction shall be binding on the grantee, and their successors and assigns until the initial house is built on this lot.
6. Buyer acknowledges that no building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of construction and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finished grade elevation.

Witness:

PAMAY DEVELOPMENT CO., INC.

By: _____

Date: _____

Witness:

BUYER:

Date: _____