

and sufficiency of which is hereby acknowledged, Reinforced Earth and Suitt agree as follows:

1. In consideration of and conditioned upon the receipt of a payment in the amount of Fifty Thousand and 00/100ths (\$50,000.00) Dollars, Reinforced Earth agrees to release the Mechanic's Lien.

2. Suitt agrees that, in the event it recovers from the landowner monies in excess of Suitt's direct and indirect construction costs incurred, including the cost of settling or releasing other timely filed subcontractor liens, it will pay Reinforced Earth out of any excess so remaining up to Seventeen Thousand and 00/100ths (\$17,000.00) Dollars representing a credit for payment of sales tax and waiver of interest charges. The parties expressly agree that this Lien Release is limited and is not intended to affect any legal rights that Reinforced Earth may have against any person for the deficiency, and that all such legal rights of Reinforced Earth are hereby expressly reserved; provided, however, that Reinforced Earth does hereby fully release Suitt from any liability for any such deficiency.

3. The parties expressly agree that this agreement shall be enforceable in, and shall be construed in accordance with, the laws of the State of South Carolina and agree to submit to the jurisdiction and venue of the State of South Carolina for the purposes of the enforcement of the agreement.

4. This constitutes the entire agreement of the parties