



WELL AND WATER DISCLOSURE ADDENDUM

The Buyer acknowledges that this "Well and Water Disclosure Amendment" is provided to buyer as a supplement to, and not in place of, buyer's own inspections and investigations concerning all conditions and items that are material to the buyer and that it is an Addendum to the Offer to Purchase as between the Parties for the property known as:

Any newly constructed well must have a permit issued by the Health Department from the County where the home is located as part of the county's water well permitting, inspection and testing program. The County issues the permit to the Builder of the home as part of the building process and the Builder in turn hires a well specialist to place the well, drill the well and place the pipes and the pump and its surrounding structures on the property. After successful initial testing by the County prior to occupancy, a properly constructed well would not need re-testing for another 5 or 10 years; however whenever a well has been accessed for repairs or pump replacement, the well's water should be retested. Also, if there are any distinct changes in the water quality, the County would recommend that water testing be done. It is noted that in certain specific geographic areas of the United States natural contamination exists of a certain character which could have negative potential effects on human health from the use of such water for human consumption if not treated properly prior to consumption. We hereby give notice to Buyer that certain naturally occurring contaminants may be present in the ground water that will supply the water well being constructed. Such naturally occurring contaminants may include, but are not limited to, certain minerals, bacteria and toxics such as arsenic, and may render the water produced by the water well unfit for human consumption unless the water is treated on an ongoing basis.

The Builder expressly disclaims any guarantee of water quantity or quality for the unforeseen future. Further Builder specifically disclaims any guarantee that the water produced by the water well will be free from any such contamination after closing and Buyer acknowledges being notified of such potential natural contamination by signing this Agreement and initialing here: _____.

Builder certifies to Buyer that upon closing, the water and well shall have passed the County requirements for approval of use and consumption in order to obtain a Certificate of Occupancy. Following Closing, all risks of any well failure to produce water quantity or water quality shall be borne by the Buyer as such control would be out of Builder's control. Further, Builder shall not be liable for unknown conditions, particularly underground, that may affect the quantity or quality of the water.

As a protection for Buyer, Builder hereby gives notice to Buyer that prior to using the water in the water well for any purpose, and in particular for human consumption, Buyer is advised to have the water tested for naturally occurring contamination. Buyer is responsible for arranging, ensuring completion of, and payment for such testing. All risks of the presence of naturally occurring contaminants in the water shall be borne by the Buyer following Closing. Prior to Closing, any such risks and responsibilities lie solely with Builder.

This Addendum contains the entire understanding of the parties hereto which fully and completely constitutes the entire agreement between the parties regarding the construction of the Well and the Water supply. Each provision of this Addendum shall be interpreted in such manner as to be effective and valid under North Carolina law. If any term, condition, covenant, agreement or provision of this Addendum shall be deemed invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating, impairing or otherwise effecting any other provision of this Addendum, which shall remain in full force and effect.

Acknowledged this ____ day of _____, _____.

AS TO BUYER:

AS TO BUILDER: MB HOMES CONSTRUCTION, INC

Name: _____

By: Matthew Baldwin, Manager

Name: _____