

ADDENDUM “B”

Addendum “B”

NOTICE TO NEW HOMES BUYERS:

Thank you for trusting A Squared LLC and/or Build Raleigh LLC in your new home purchase. To ensure the construction of your home is to the highest quality and to your satisfaction, we request that during this transaction any communication with the Client or their Realtor, and any A Squared LLC and/or Build Raleigh LLC representative be documented in writing. Anything that is not documented in writing, signed, and dated by both A Squared LLC and/or Build Raleigh LLC and the client is not guaranteed. Furthermore, clients are not permitted to visit the site without their representative. The clients' representative shall be responsible for notifying the seller's agent prior to any site visits.

Additionally, to ensure the safety of all parties involved, until final walk through, anyone visiting the site will be required to wear a proper hard hat when visiting the construction site.

Thank you in advance for your cooperation.

Acknowledged:

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Buyer's Agent: _____ Date: _____

Addendum "C"

Countertop Disclosure:

Stone is a natural product with inherent shade variations, natural seams and imperfections. A Squared LLC and/or Build Raleigh LLC assume no responsibility or liability for any labor or material claims due to any variations.

A Squared LLC and/or Build Raleigh LLC does not guarantee the performance of marble, Granite, Quartz or Porcelain Tile, under normal use. Your product warranty does not cover replacements, corrections, or any results of misuse, including, but not limited to, improper maintenance or normal wear and tear and staining/discoloration. Discoloration of the marble, quartz, granite, whether general or localized, is staining. Staining may be the result of exposure to a variety of exterior substances, or to internal occlusions in the stone or structural elements. Some of the most common types of staining and the causative agents are:

1. Oil / grease stains
2. Dyes and inks
3. Organic stains: Organic stains are caused by direct contact with decomposing organic matter, such as leaves, flowers, tea, or coffee.
4. Metallic stains: Two major categories of metallic staining are based on either iron or copper.
5. General dirt, soot and pollution
6. Items that are placed directly on the surface of the stone and not on a cold/heat resistant barrier that can protect the stone from mild to extreme hot/cold temperatures.

By signing below I understand and agree with the Countertop Disclosure addendum.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Addendum "D"

Closing Date is Target Date of Completion. The closing date specified in the Offer to Purchase and Contract is a target date only. The actual closing date may be delayed for any number of reasons, including but not limited to, weather conditions, material availability, labor availability, Changes requested by Buyer and requirements of governmental agencies having jurisdiction over the property and construction. Builder/Seller will use their best efforts to complete the construction and obtain a Certificate of Occupancy by closing date. In the event of a delay in completion of the construction the Buyer agrees that neither the Builder/Seller nor any real estate agent shall be liable for any additional costs incurred by the Buyer for loans, Temporary lodging expenses, storage expense or any loss the Buyer may incur because of the delay in completion of the construction.

Representations of completed Construction. All Photos on the websites and MLS listings are of similar homes. Drawings and floor plans are artist renderings only and are NOT to be considered 100% representative of the home to be constructed. The actual floor plans and the completed structure may vary from the photographs and drawings shown. The buyer should investigate and determine the specific dimensions, materials and finishes to be used in the construction.

Builder/Seller Reservations. Builder/Seller reserves the right to substitute, without notice to buyer, materials and/or equipment of comparable quality, and may make structural changes which are in accordance with the applicable building codes and may make such modifications in the construction of the subject dwelling as elevation and location on the lot may warrant. Builder/Seller reserves the right to make such changes in the home as are made necessary or desirable in Builder/Sellers' opinion by job site and/or job conditions, availability of materials and/or of suitable energy sources for heating or cooling. Buyer acknowledges that the square footage & individual room square footage on the specifications and plans are approximations only and may vary from house to house. Builder/Seller also reserves the right to make minor adjustments to property lines to meet setbacks, building separation and lot size requirements without compensation or approval from buyer.

Transfer of Utilities. Buyer hereby acknowledges and agrees that on the Closing Date, all utility services for the property shall become the responsibility of the Buyer. Seller will close or turn off all utility service accounts on the Closing Date. Buyer hereby agrees to have service set up in the name of Buyer effective as of the Closing. In the event of billing to Seller for any service provided by any utility service after the Closing, then Buyer(s) hereby agrees to pay any and all monies due to Seller immediately upon written notification.

Marketing. Buyer agrees that, after Closing, Seller shall have the right to use exterior photos of the Property and House in promotional literature and advertising. Seller shall also have the right to place directional and marketing signs along a five foot section of land adjacent to the road right-of-way on the Property after Closing and until all lots in the subdivision have been sold.

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

Seller: _____ **Date:** _____

Addendum "E"

A Squared LLC will provide an 11 month punch out. The purpose of this punch out is limited to:

- Caulking trim
- Fixing Nail pops
- Adjusting striker plates for doors that will not close properly

Structural or Mechanical Items can be scheduled through the Subcontractors as they arise throughout year 1.

A Squared LLC will provide an orientation walk prior to closing. If Buyer is going to have a home inspection please have this done one (1) week or more prior to orientation walk. Inspection must be done after Builder has passed all final Inspections. Due to the unpredictability of the construction process all dates are target dates and subject to rescheduling.

The purpose of the orientation walk is to educate Buyers on how their home functions, maintaining their home and to go over repairs made from the inspection report. In the rare event a repair item from home inspection is inconsistent with local codes or what is considered within Builder tolerance requested the item may not be done. Builder will notify Buyer if the requested item is not deemed necessary for repair. All cosmetic items will already be walked by Builder and punched out. We DO NOT claim to deliver a cosmetically perfect house. We do deliver well built, energy efficient, high quality, homes. Your home will be delivered clean and meticulously touched up but houses are built with natural materials that have character and painting is not a perfect science. There will be no blue taping during the orientation walk. If a structural or mechanical flaw is found during orientation the Builder will make notes and repair as necessary. Homes are not closed with open items and closing dates may have to be adjusted (unless the parts for the repair item must be ordered) to ensure all items are closed. Builder is not responsible for any rate locks or costs Buyer may incur from closing delays. Closing delays are very common in new construction and Buyers should prepare for the possibility.

Items NOT COVERED under the One Year Limited Builder's Warranty are as follows:

- Cuts, tears and holes in the carpet, vinyl and/or wallpaper
- Scratches, dents, chips, etc. in appliances, mirrors/shower doors, countertops, cabinet doors, windows/screens, doors/door hardware, walls/sheetrock, sinks/plumbing fixtures, tubs/showers, and wood floors.
- Landscaping and shrubs to include trees, grass seed, sod, straw and erosion control.
- Property pins
- Any concrete not under roof (which includes but is not limited to driveways and sidewalks)

Please note, these items will be addressed at your Homeowner Orientation.

Buyer: _____

Buyer: _____ Buyer's Agent: _____

Addendum "F"



Addendum to Purchase Contract

Address of Subject Home: _____

1. **Superseding Agreement.** The provisions of this Addendum are a material consideration for the Builder/Seller to enter into the Purchase Contract to which this Addendum is attached and such provisions supersede and preempt any and all different or inconsistent provisions in the Purchase Contract.
2. **The 2-10 HBW® Warranty.** At or about close of escrow, Builder/Seller will purchase for Buyer(s) a 2-10 HBW® Warranty administered by Home Buyers Warranty Corporation ("2-10 HBW®"). The 2-10 HBW® Warranty is a limited warranty that provides one-year workmanship, two-year systems and qualifying ten-year structural defect coverage for certain construction defects in the subject home. As consideration for the 2-10 HBW® Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer(s) represents that they have been furnished with a copy of the 2-10 HBW® Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.
3. **Arbitration Agreement.** Any and all claims or disputes between Builder/Seller, Buyer(s), and/or 2-10 HBW® arising from or relating to the 2-10 HBW® Warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Buyer(s) has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by binding arbitration. The arbitration shall be conducted by Construction Dispute Resolution Services LLC, or DeMars & Associates, Ltd, or some other mutually agreeable service. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. Any person in contractual privity with the Builder/Seller whom the Buyer(s) contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder/Seller and Buyer(s) agree that this agreement and arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement and waive their right to a jury trial or class action litigation.

Date: _____

Buyer

Date: _____

Builder/Seller

Date: _____

Buyer

Title: _____