

D·R·HORTON®

America's Builder

HOME PURCHASE AGREEMENT

In consideration of the reciprocal covenants stated herein, **D.R. Horton, Inc.**, ("Seller") and **George Khaled Hijazin and Erika Beatriz Hijazin** (collectively, "Purchaser") agree as follows:

1. CONVEYANCE. Seller shall sell to Purchaser and Purchaser shall purchase from Seller all that certain parcel or tract of land located in **WAKE County, NC**, with a street address of **2235 Horton Park Drive, APEX, NC 27539**, more particularly described as **Lot T-104, Block , Horton Park TH Subdivision** (the "Lot"), together with all improvements thereon and all appurtenances thereto collectively referred to as the "Property."

2. PURCHASE PRICE AND METHOD OF PAYMENT. Subject to adjustment as may be provided herein, the Purchase Price for the Property shall be: **Four Hundred Eighty Three Thousand Nine Hundred Ninety and 00/100 Dollars (\$483,990.00)** to be paid in cash as provided herein. The following is a breakdown of the Purchase Price as of the Effective Date (defined in Section 19 below):

Base Price	\$448,990.00
Plus Lot Premium	+ \$15,000.00
Plus Options Selected To Date	+ \$21,360.00
Minus Option Incentive	\$ 0.00
Special Adjustment(s)	<\$1,360.00>
Total Purchase Price	\$483,990.00

Purchaser acknowledges that the Special Adjustment(s) shown above shall be provided to Purchaser as a credit against the Purchase Price only if Purchaser complies all of the terms and conditions of this Agreement and that such Special Discount shall be forfeited by Purchaser if Purchaser breaches the Agreement in any respect. Purchaser further acknowledges that the above-stated Incentives are subject to the terms and conditions (including, without limitation, closing deadlines) set forth in Seller's marketing materials pertaining to such Incentives.

The terms of the subsection (a or b) checked below shall also apply.

☐ **a. No Financing Contingency.**

Purchaser shall pay to Seller the Purchase Price in cash at Closing (See Section 16 below). Within five (5) business days of the Effective Date, Purchaser shall provide documentation to Seller that will verify to Seller's reasonable satisfaction that Purchaser has the available funds necessary to purchase the Property according to the terms of this Agreement. If Purchaser does not provide such documentation to Seller within that time period, then Seller may at its option terminate this Agreement by providing written notice to Purchaser of termination, in which event Seller shall retain the Earnest Money (see Section 4 below) and neither party shall have any further obligation or liability to the other hereunder.

☒ **b. Financing Contingency**

(1) Purchaser shall use its best efforts to obtain a loan in the principal amount of no more than **96.5%** of the Purchase Price, reduced to the next lowest hundred dollars, (the "Loan") to be secured by a first priority mortgage on the Property. The proceeds of the Loan, together with the balance of the Purchase Price, shall be paid to Seller by Purchaser in cash or other immediately available funds at Closing.

(2) Purchaser shall apply for the Loan within three (3) business days after the Effective Date. **Failure by Purchaser to apply for the Loan within that time-period or to pursue approval of the Loan diligently thereafter shall constitute a material breach of this Agreement by Purchaser.** Within seven (7) days after the Effective Date, Purchaser shall provide Seller with a letter from Purchaser's lender confirming that Purchaser has pre-qualified for the Loan (the "Pre-qualification Letter"). Within twenty-one (21) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser's lender confirming that the Loan has been conditionally approved (the "Conditional Approval Letter"). Within thirty (30) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser's lender confirming that the Loan has been fully and finally approved, with no conditions or contingencies (the "Final Approval Letter"). If Purchaser fails to provide the Pre-qualification Letter, the Conditional Approval Letter or the Final Approval Letter to Seller within the applicable required time-period, then Seller, at Seller's option, may terminate this Agreement upon written notice to Purchaser, in which event the Earnest Money shall be refunded to Purchaser if Purchaser is not in breach of this Agreement, and thereafter neither party shall have any further liability or obligation to the other hereunder.

(3) Purchaser acknowledges that there are many different loan programs available from many different lenders. Purchaser understands and acknowledges that certain loan/credit approvals are only valid for up to one hundred twenty (120) days. Purchaser shall update loan/credit approval documentation as needed in order to maintain current loan approval up until the date of closing. Purchaser agrees to execute all papers and perform all other actions necessary to obtain the Loan and to accept the Loan if approved by lender. Purchaser shall, in addition to the payment of principal and interest upon the Loan, pay at Closing such amounts as may be required by the lender to establish or maintain an escrow for insurance, property taxes or private mortgage insurance.

EXHIBIT B HOME OPTIONS

Seller will include in the House the following options and upgrades selected by Purchaser (the "Initial Options") at the prices indicated below. Payment for the Initial Options in the amount stated below must be made to Seller simultaneously with the execution of this Agreement; such payment for the Initial Options, and any and all future payments made by Purchaser for options or upgrades in advance of Closing, are collectively referred to in this Agreement as "Option Money." Option Money paid to Seller shall not be held in escrow, and shall be nonrefundable to Purchaser, except in the event of material breach of this Agreement by Seller or as otherwise provided in this Agreement. Upon Closing, all Option Money previously paid to Seller shall be credited to Purchaser against the Purchase Price.

In the event Seller omits the installation of any Initial Option in the House, Seller's responsibility shall be limited to a refund of the applicable price or allowance stated below. Any such omission shall not invalidate this Agreement, constitute a breach of its terms or give rise to any claim for damages against Seller. In the event any Initial Option or option selected by Purchaser at a later date is discontinued, Seller reserves the right to substitute an item or brand of equal value.

The Initial Options are as follows:

Selected Options

DEC –							
Option #	Rev. #	Rev. Date	User		Qty.	Unit Price	Ext. Price
R5600005	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$1,120.00	\$1,120.00
Color: BLINDS							
R5600009	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 240.00	\$ 240.00
Color: BLINDS - END UNIT FRONT DOOR SIDE							
Sub-Total							\$1,360.00

POS –							
Option #	Rev. #	Rev. Date	User		Qty.	Unit Price	Ext. Price
R0610020	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$20,000.00	\$20,000.00
Color: END UNIT FRONT DOOR SIDE PER PLAN							
Sub-Total							\$20,000.00

STD –							
Option #	Rev. #	Rev. Date	User		Qty.	Unit Price	Ext. Price
25221000	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: MICROWAVE - VENTED TO OUTSIDE							
95000001	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: STAIRS- RevWood Stair Tread Caps Installed from ground floor to 1st floor only							
R0000008	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: ROOF SHEATHING							
R00000R3	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: TRADITION SERIES SPECIFICATION This Option adds the following features, where applicable, per Plan; 1. 9' 1st Floor Ceiling Height 2. Granite Countertop W/ Ceramic Tile Backsplash in Kitchen. 3. 5 LED puck lights in kitchen in lieu of Fluorescent Light 4. Garage Door Hardware, 1 Set per Door 5. Open Railing with Black Metal Balusters in place of knee wall in Zone 1 per plan (If applicable)							
R0400020	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: HOME IS CONNECTED PACKAGE THIS PACKAGE CONSISTS OF THE FOLLOWING SMART HOME DEVICES: A: ALARM.COM APP B: ONE QOLSYS IQ TOUCHSCREEN PANEL C: HONEYWELL Z-WAVE THERMOSTAT(S) - PER PLAN D: ONE AMAZON ECHO POP E: ONE KWIKSET SMARTCODE 620 LOCK - FRONT DOOR F: ONE DEAKO SMART SWITCH - FRONT PORCH LIGHT(S) G: ONE VIDEO DOORBELL - FRONT DOOR * POP, QOLSYS IQ TOUCHSCREEN, AND SKYBELL TO BE INSTALLED POST CLOSED ONCE SCHEDULED BY HOMEOWNER							
R1100100	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: METAL ROOF PER PLAN - BLACK							
R1300030	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00
Color: 5' SHOWER (IN LIEU OF STD TUB SHOWER IN PRIMARY)							

R1500023	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00	P
Color: ELECTRIC CAR OUTLET 240V 50AMP								
R1500030	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00	P
Color: GARAGE DOOR OPENER(S)-2 REMOTE Georgetown and Hatteras includes two openers standard								
R2503121	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00	P
Color: WHIRLPOOL S.S. GAS RANGE APPLIANCE PACKAGE Includes the following STAINLESS Appliances: WFG51550JS - 5.0 cu. ft. Gas Freestanding Range WDF520PADM - Built-In Dishwasher WMH31017HS - OTR Microwave								
R9700102	0	02/02/2025	Preston C Hensley	Location:	1.0000	\$ 0.00	\$ 0.00	P
Color: PAINT COLOR - HERON PLUME								

Sub-Total \$ 0.00

Total: \$21,360.00

Color Selections

97 - Color Options				
Option #	Color	Rev. #	Rev. Date	User
EXT COLOR PKG - ARCTIC WHITE 1		0	02/02/2025	
The Following Colors are to be Installed on the Home Where the Applicable Material is Shown by Plan & Elevation: BRICK = Carbon STONE = Gray Stack SHINGLES = Weatherwood METAL ROOF = BLACK FRONT DOOR & SHUTTERS = Urbane Bronze HARDI LAP SIDING = Arctic White HARDI SHAKE SIDING = Arctic White HARDI BOARD & BATTEN SIDING = Arctic White FASCIA, SOFFIT & TRIM = Arctic White GARAGE DOOR: TRUE WHITE				
Location:				
Notes:				
TRADITION INTERIOR PACKAGE 3 FLOORING		0	02/02/2025	
UPDATE THIS INTERIOR PACKAGE INCLUDES: CABINETS - CANE SHADOW/ELKINS STONE GRAY HP-BSN-600 GRANITE KITCHEN COUNTERTOP - MEDITERRA LIGHT TILE KITCHEN BACKSPLASH - WHITE CARPET - 727 - CROSS COUNTRY VINYL FLOORING - 591 SILVER SCREEN REVWOOD FLOORING - ARBOR HILLS - PEPPERCORN CHESTNUT BATHROOM COUNTERTOP - 1.6CM QUARTZ - BLANCO MATRIX CABINET HARDWARE - PULLS - BRUSHED NICKEL				
Location:				
Notes:				

Purchaser acknowledges that, upon execution of this Agreement, Purchaser shall be required to pay Option Money in the amount of \$ **0.00** for the Initial Options.

PURCHASER:

George Khaled Hijazin Feb 2, 2025
George Khaled Hijazin (Feb 2, 2025 20:28 EST)
Buyer: George Khaled Hijazin Date
Erika Beatriz Hijazin Feb 2, 2025
Erika Beatriz Hijazin (Feb 2, 2025 21:12 EST)
Co-Buyer: Erika Beatriz Hijazin Date

SELLER:

D.R. Horton, Inc.
Jennifer Travis Feb 4, 2025
Jennifer Travis (Feb 4, 2025 09:25 EST)
Jennifer Travis Date
Officer, D.R. Horton

Preston C Hensley Feb 2, 2025
Preston C Hensley (Feb 2, 2025 18:04 EST)
Sales Rep: Preston C Hensley Date

For Internal Purposes Only: