

Addendum #2

Addendum to Purchase Contract

Address of Subject Home: _____

1. **Superseding Agreement.** The provisions of this Addendum are a material consideration for the 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, Seller will purchase for Buyer(s) a 2-10 HBW Warranty administered by Home Buyers Warranty Corporation ("HBW"). The 2-10 HBW Warranty is a limited warranty that provides one-year workmanship, two years systems and ten-year qualifying 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 has 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. Sample Warranty can be found at www.legacypremierhomes.com -> Builder -> Warranty

3. **Arbitration Agreement.** Any and all claims or disputes between Seller, and Buyer(s), HBW and/or the Warranty Insurer 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 Homeowner 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 whom the Buyer contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder and Buyer agree that this agreement and arbitration provision involve and concern interstate commerce and all 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.

4. **Further Agreement.** Effective one year from the date of closing on the purchase of the Home, Buyer(s) waive the right to seek damages or other remedies from the Seller, its subcontractors, agents, suppliers or design professionals for any defect to the Home, the real property upon which it is situated, and any common elements Buyer(s) have any interest in, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. Buyer's(s') exclusive remedy for any such defect shall be the coverage provided in the 2-10 HBW Warranty. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the law of the state in which the Home is located and shall be applicable to any claim made after the effective date of this Addendum. This paragraph shall not be applicable where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

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

Buyer

Date: _____

Builder

Date: _____

Buyer

Date: _____

Title: Legacy Premier Homes, Inc. VP