

## **Buyer Information Sheet**

| Date:   | Purchase Price:                  |  |  |
|---|----------------------------------|--|--|
| Division:   | Community:                       |  |  |
| Property Address:   | Plan/Lot #:                      |  |  |
| Closing Cost Incentive(s):  |                                  |  |  |
| Purchase Price Incentive(s):  |                                  |  |  |
| Purchase Price Incentive(s):<br>Deposit Processing: D NHC Rep Purchaser | via 🔲 In-Person 🔲 Mail-in 🔲 Wire |  |  |
| Buyer Name(s) as shown on Driver's License:                             |                                  |  |  |
| Buyer 1:  | Buyer 2:                         |  |  |
|   |                                  |  |  |
| Primary Cell#: P  | rimary Email:                    |  |  |
| Current Address:  |                                  |  |  |
| NOTE: Attached photocopies of Driver's License(s)                       |                                  |  |  |
|   |                                  |  |  |
| Lender Company:   | LO Name:                         |  |  |
| Primary Cell#: P  | rimary Email:                    |  |  |
| Lender Address:   |                                  |  |  |
| Pre-Qual Attached: yes no NHCM Contacted? yes no Loan Type:             |                                  |  |  |
| Current Stage of Construction:  | Estimated Closing Date:          |  |  |
| Real Estate Brokerage:  | Agent Name:                      |  |  |
| Agent License #Primary Cell#:   |                                  |  |  |
|   |                                  |  |  |
| Broker Address:   |                                  |  |  |
|   |                                  |  |  |

This form must be completed and sent with the executed paperwork on day one.



### Home Purchase Agreement

| This Purchase Agreement, made this day   |                                    | and whose              |     |
|--|------------------------------------|------------------------|-----|
| telephone number(s) is and National Home Corporation (SELLER)                              |                                    |                        |     |
| witnessed: PURCHASER agrees to purchase, and SELLER agrees to sell and convey the Property |                                    |                        |     |
| described below, in accordance with the terms<br>Agreement ("AGR                           |                                    | his Purchase           |     |
| 1) Property: A home designated as plan number:   |                                    |                        |     |
| 2) Handing: Foundation:Slab Stage of Construction:   |                                    |                        |     |
| On a parcel of land located in the Town/City   | State of                           | and being known as     |     |
| Address  | described as lot                   | of Community           | "). |
| * If applicable, a Color Selection Schedule and/or Addendum                                | n(s) is attached hereto and made a | part of this AGREEMENT |     |

#### 3) Purchase Price:

| Total Purchase Price:                     | \$ |
|---|----|
| Base Deposit:                             | \$ |
| Balance of Purchase Price due at Closing: | \$ |

The deposit money shall be paid to NATIONAL HOME CORPORATION and shall be credited to PURCHASER at closing. If, for any reason PURCHASER does not close on the PROPERTY, the deposit money shall be disbursed as provided in Section 8. Standard Provisions.

4) Loan Commitment: PURCHASER must be able to obtain, within 14 days after the date of acceptance of this AGREEMENT, a firm loan commitment effective through the date of closing for a(n) loan.

If PURCHASER fails to comply with the provisions of this Section 4 or if PURCHASER fails to use its best efforts to obtain a mortgage loan or takes any action which negatively affects its financial condition or ability to obtain a mortgage loan (whether intentional or otherwise), SELLER may retain all deposit monies, in its sole discretion. Forfeiture of deposit monies by PURCHASER shall not affect any other remedies available to SELLER for PURCHASER's failure to perform hereunder.

5) Closing Costs and Prepaid Expenses: PURCHASER shall pay for all closing costs (except as specifically set forth herein) and all prepaid expenses, including, but not limited to: closing attorney's fees, VA funding fee(s) (if any), interim loan interest (if any), insurance premiums including, but not limited to, hazard, private mortgage insurance, FHA insurance or flood insurance (as applicable) and all escrow deposits, etc. If in the event the purchase of the PROPERTY brings about PURCHASER'S membership in a Homeowner's or Property Owners Association ("HOA") PURCHASER shall pay any HOA capital contributions, fees, dues or deposits due at the closing. SELLER's closing costs shall be strictly limited to: 1) The cost of deed preparation, 2) grantors tax stamps and 3) payment of construction lender's release fee (if applicable) and 4) recording costs for same (if applicable). In the event SELLER agrees to make a closing cost contribution, herein, that contribution shall include payment of these four items, which SELLER agrees to pay, regardless.

Items such as home inspection and radon test fees are not considered closing costs and will not be paid by SELLER in any event.

#### SELLER DOES NOT AUTHORIZE OR MAKE ANY REPRESENTATION REGARDING PURCHASERS DECISION TO LOCK-IN ITS MORTGAGE LOAN RATE. ALL MORTGAGE LOAN RATE LOCKS ARE THE SOLE DECISION AND RESPONSIBILITY OF THE PURCHASER.

PURCHASER HAS THE RIGHT TO SELECT ITS OWN MORTGAGE LENDER OR FINANCIAL INSTITUTION. PURCHASER ACKNOWLEDGES THAT IT IS AWARE OF THIS RIGHT AND HAS CHOSEN APPROVED LENDER: <u>NHC MORTGAGE</u> OR NON-APPROVED LENDER: \_\_\_\_\_\_\_ AS ITS MORTGAGE LENDER. IN THE EVENT THAT THE PURCHASER CHANGES FROM AN APPROVED LENDER TO A NON-APPROVED LENDER, SELLER WILL NOT MAKE ANY CONTRIBUTION TO THE CLOSING COSTS.

SELLER'S contribution to closing costs shall be up to: \$ \_\_\_\_\_\_ Lender's contribution to closing costs shall be up to: \$ \_\_\_\_\_\_

- a) Under this AGREEMENT, closing costs are only an estimate provided by your lender and actual closing costs will most likely vary. Any unused portion of closing costs will not be paid or credited to the PURCHASER but retained by the SELLER or Lender as applicable.
- b) In the event actual closing costs exceed the amount contributed by SELLER and/or Lender, PURCHASER shall be responsible for payment of the balance of the closing costs.
- c) SELLER to choose title company and/or closing attorney and may represent PURCHASER, SELLER, and Lender in order to facilitate closing.
- 6. Preconditions to Construction: Construction by SELLER shall begin as soon as reasonably possible after receipt by the SELLER of:
  - a) Payment of Base Deposit money as set forth herein.
  - b) Receipt of a written mortgage commitment as specified in Section 4. hereof, in an amount sufficient to complete payment of the Purchase Price and closing costs at closing, or other evidence, satisfactory to SELLER, of PURCHASER's ability to complete payment at closing.
- 7. Construction: Closing in accordance with Section 10 shall take place upon substantial completion of construction which (issuance of a certificate of occupancy), except that:
  - a) In the event of delays resulting from any of the following causes which are beyond the SELLER's reasonable control, the time for completion of construction shall be extended for a period of time equal to the length of the delay caused thereby and SELLER shall not be liable for any failure or delay in construction caused by:
  - i) Acts or defaults of PURCHASER
  - ii) Acts or defaults of any developer or contractor engaged in construction or installation of streets or utilities
  - iii) Adverse weather conditions
  - iv) Damage caused by fire, storm, earthquake, or another casualty
  - v) Any form of Act of God or unforeseeable event
  - vi) Strike, lockout, or other labor trouble of any kind
  - vii) Governmental controls or procedures, regulations, or moratoria
  - viii) Allocation of labor supplies or material by or under the authority of any governmental agency
  - ix) Acts of suppliers of labor or material
  - x) Acts of subcontractors or their employees
  - b) In the event that on the closing date set forth within this AGREEMENT the PROPERTY shall have been approved for occupancy (issuance of a certificate of occupancy), but items such as landscaping, exterior concrete, driveways, final grading cannot be completed for any reason as set forth above, closing shall be consummated on the date

scheduled so long as temporary access to the PROPERTY is provided to PURCHASER by SELLER. SELLER agrees that the uncompleted items shall be completed as soon as weather and/or other condition permits.

- c) Performance Guidelines adopted by the National Association of Homebuilders and substantially in accordance with the plans and specifications of the above referenced model on file at SELLER's office and, where applicable, as approved by VA or FHA guidelines. PURCHASER acknowledges, however, that SELLER's model homes, sales brochures and any other promotional or advertising material are for general descriptive purposes only and are not the basis of this AGREEMENT.
- d) The location and ground elevation of the house and driveway on the PROPERTY and the possible practical need to reverse the plan of the house to conform to the lot contours shall be in the sole discretion of SELLER. SELLER reserves the right to 1) change the location of the lot boundary lines as necessary to construct the home or accommodate utility lines or easement(s), or otherwise develop the PROPERTY and 2) determine the grade of the lot and the ground elevation and the location of the house on the lot. SELLER may remove such trees from the PROPERTY as it deems necessary to construct the home and shall not be liable to PURCHASER for trees which may later die for any reason.
- e) SELLER expressly reserves the right to make changes in the plans and to substitute building materials, appliances equipment, fixtures and other items in order to avoid construction delays or as may be required by building codes, by the availability of materials, brand names, or by material shortages, strikes or similar conditions which in SELLER's judgment require such changes; provided only that such changes shall not materially diminish the size of the home and any such change or substitution shall be of similar quality, as determined by SELLER.
- f) PURCHASER acknowledges and agrees that tile, marble, cabinets, laminates, paint colors, wallpaper, carpet, vinyl patterns, plumbing fixtures, electrical fixtures and other materials and finishes are subject to shading and gradation and may vary from any sample(s). PURCHASER acknowledges and expects that all exposed wood is subject to variation in color, grain, unevenness, and non-structural checking and cracks. PURCHASER understands and accepts that the color of fixtures, carpeting, paint, tile, laminates, etc. can vary from shipment to shipment and Seller is not responsible for any color variation from the samples in the above sections.
- g) PURCHASER understands and agrees that closing shall not be delayed due to the unavailability of certain optional items and that they may not be installed at the time of customer orientation or closing

#### 8. Other Conditions:

- a) All of the terms and provisions herein are understood, agreed to and apply to this AGREEMENT.
- b) All of the Standard Provisions as set forth in Section 9 are understood, agreed to and apply to this AGREEMENT.
- c) SELLER shall provide a warranty for one year for workmanship and distribution systems as outlined in SELLER's Warranty Manual. SELLER is providing an insurance backed warranty for the structural portion matching state requirements as outlined in SELLER's Warranty Manual. See your certificate of warranty for specific terms. SELLERS warranty is administered by a 3<sup>rd</sup> party.
- d) SELLERs warranty responsibilities shall be limited to the provisions of the WARRANTY as described in SELLER's Warranty Manual. This is the sole warranty provided by the SELLER, except that SELLER may provide any additional warranty as may be required by a governmentally insured mortgage loan. PURCHASER hereby acknowledges having the opportunity to review the WARRANTY at the time of this AGREEMENT.
- e) PURCHASER hereby waives and disclaims all other warranties, express or implied, to the maximum extent permitted by law. PURCHASER accepts the WARRANTY described above in lieu of all other warranties and understands that such acceptance is part of the consideration for the sale of the PROPERTY by the SELLER.
- f) SELLER shall be responsible for sales commissions due to its sales representatives and the real estate broker, if any, listed below. PURCHASER covenants and represents that it has not dealt with any real estate broker, except the broker, if any, whose name and signature appear below PURCHASER agrees to indemnify and hold SELLER harmless for any and all claims of commission(s) relating to this transaction by any other real estate broker.

Licensed (Enter State) Real Estate Broker

Printed Name and (Enter State) License Number

g) Possession of the PROPERTY will be delivered after closing. Closing shall be deemed to have occurred when the deed conveying title to the PROPERTY to PURCHASER is recorded and SELLER has received payment of the balance of the purchase price prior to closing, PURCHASER shall have no right to enter upon or occupy the PROPERTY without the express written permission of SELLER. All Keys to the home will be given to PURCHASER:

For any PURCHASER using one of SELLER's approved lenders only, or paying cash, when the closing attorney has received all PURCHASER's funds and has received from the Lender a funding number or other funding authority (regardless of whether or not a closing attorney has received the lenders funds)

For Purchasers using Non- Approved Lenders or closing attorney, when the closing attorney has received ail required funds (Buyers and Lenders) and has received from the lender a funding number or other funding authority

#### 9. Standard Provisions:

- a) Deposit Money: In the event this AGREEMENT is not accepted by SELLER or if the SELLER fails or is unable to perform or comply with any of the provisions hereof, then the Deposit Money shall be returned to the PURCHASER, without interest, and thereafter the SELLER and PURCHASER shall be relieved of any further obligation or liability hereunder,
- b) Title: Fee simple title (except in the case of a condominium sale) and marketable title will be delivered at closing by Special Warranty Deed or General Warranty Deed, at SELLER's sole discretion. The conveyance of title shall be free and clear of all encumbrances except for Ad Valorem taxes for the current year, utility easements, rights-ofway, and restrictive covenants. The PROPERTY shall have legal access to a public right-of-way.
- c) Termites, etc.: Unless otherwise stated herein, SELLER shall provide, at SELLER's expense, a certificate from a licensed pest control company on a standard form, in accordance with applicable governmental and mortgage lender requirements.
- d) Labor and Material: SELLER shall furnish an affidavit or indemnity agreement acceptable to the title insurance company that all labor and material furnished to the PROPERTY within 120 days prior to the date of closing have been paid or will be paid, and shall take such other action as is necessary to cause the title insurance company to insure PURCHASER against any loss from any claim arising there from.
- e) Assignments: PURCHASER's interest and obligation hereunder shall not be assignable without the written consent of SELLER.
- f) No interference with SELLER's operations: The PURCHASER, nor its family, guests, agents, friends, associates or invitees shall restrict, impede, interrupt, harass or in any manner interfere with SELLER's construction, sales or other operations at any time. This provision shall survive closing. PURCHASER further agrees that any visit to or inspection of the PROPERTY shall be with SELLER's prior written consent.
- g) Entire Agreement: This AGREEMENT contains the entire agreement of the parties. There are no representations inducements, agreements or any previsions other than those expressed hereunder in writing. This AGREEMENT is entered into after full investigation neither party relying upon any statement or representation not embodied herein including representations concerning models, options and plans SELLER or any of SELLER's sales representatives, persons or agents. All changes options additions or deletions hereto must be in writing and signed by all parties.

PURCHASER'S Initials:



10. Closing: Closing shall take place at the office of SELLER'S attorney, or at such other location as SELLER may designate, on such date, as SELLER may designate to PURCHASER. SELLER estimates the closing date to be the date shown

below **However, this date is only an estimate and may be affected by events as set forth in Section 7.** Construction (A) above. Closing documents shall be prepared by SELLER's attorney and shall be executed by PURCHASER as necessary to complete closing and transfer of title.

The estimated closing Month is: N/A The actual closing date is expected to be scheduled by SELLER prior to the end of the month prior to the month of closing. Regardless, PURCHASER agrees to close on the PROPERTY within seven (7) days of SELLERS receipt of certificate of occupancy for the PROPERTY and notice to PURCHASER. Seller shall notify Purchaser of the final date and time of Closing (the "Closing Date") at least seven (7) business days in advance. Purchaser's failure to close on the final Closing Date set by Seller shall constitute a material breach of this Agreement by Purchaser. In addition to and without waiving any rights and remedies at Seller's option, may extend the Closing Date; provided that Seller shall retain the right to terminate this Agreement at any time prior to actual Closing.

Closing shall occur no later than that date which is two (2) years after the date that Purchaser signs this Agreement.

TIME IS OF THE ESSENCE regarding PURCHASER'S obligation to close hereunder. If the PURCHASER refuses to close or does not close for any reason substantially caused by the PURCHASER, its Lender, broker on the date set by SELLER, SELLER may, at its option, hold the PURCHASER in default and elect to cancel this AGREEMENT or choose to extend the time for closing. Should SELLER elect to extend the time of closing for the PURCHASER, SELLER may, at is discretion charge PURCHASER a fee of \$300/calendar day that the closing is extended. This daily fee will not be credited toward the purchase price.

**11.** Other provisions and Conditions: a  $\frac{\$ N/A}{A}$  cost of a survey of the PROPERTY will be paid to SELLER by PURCHASER at closing at closing. A  $\frac{\$ N/A}{A}$  cost of termite treatment of the PROPERTY will be paid to the SELLER by PURCHASER at closing HOA dues are  $\$ \frac{10}{A}$  per month will be prorated and charged to PURCHASER at closing. An HOA capitalization fee of  $\frac{\$ N/A}{A}$  and Transfer fee of  $\frac{\$ 80}{A}$  will also be paid by PURCHASER at closing.

# 12. THIS IS A LEGALLY BINDING CONTRACT, READ AND UNDERSTAND ALL PROVISIONS PRIOR TO SIGNING THIS AGREEMENT, IF YOU DO NOT UNDERSTAND, SEEK LEGAL OR OTHER COMPETENT ADVICE.

The undersigned SELLER, PURCHASER, real estate Broker and any other parties to this transaction hereby certify that the information provided herein is true to the best of their knowledge and belief.

13. Acceptance: This AGREEMENT shall not be binding upon the SELLER until and unless it is approved and accepted by an authorized officer of NATIONAL HOME CORPORATION. SELLER's sales representative may sign at various places throughout this AGREEMENT or attachments hereto but is doing so only to acknowledge Purchaser's signature. SELLER's sales representative has no authority to bind the SELLER.

Cost of Survey of the Property will be paid to SELLER by PURCHASER at closing: \_\$405\_\_\_\_\_ Cost of Termite Treatment of the Property will be paid to SELLER by PURCHASER at closing: \_\_\_\$75\_\_\_\_ HOA Dues are \$120 per year and will be prorated and charged to PURCHASER at closing. HOA Management Company is: \_\_\_Santa Fe HOA / Houston El Norte POA\_\_\_\_\_\_ HOA Capitalization Fee charged to PURCHASER at closing of: \_\_\_\_\$TBD at Closing\_\_\_\_\_ HOA Transfer Fee charged to PURCHASER at closing of: \_\_\_\_\$107 \_\_\_\_

Buyer acknowledges these prices are set by 3rd parties and are subject to change. Some Homeowners Associations charge to obtain information needed for closing. If the Seller, at its own discretion, purchases this information in advance of closing, the Buyer will credit the seller these funds at Closing.

| Date of Offer: |  |
|----------------|--|
|                |  |

Date of Acceptance: \_\_\_\_\_

| PURCHASER         | Date |
|-------------------|------|
|                   |      |
| PURCHASER         | Date |
|                   |      |
| PURCHASER         | Date |
|                   |      |
| PURCHASER'S AGENT | Date |

STATE LICENSE NUMBER: \_\_\_\_\_

PURCHASER'S EMAIL

NHC REPRESENTATIVE Date

BY: \_\_\_\_\_\_ NATIONAL HOME CORPORATION

TITLE:

#### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE PURSUANT TO THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT AND REGULATION X

#### **RESPA** Notice

To: Borrower(s)

| Property: |  |
|-----------|--|
|           |  |
|           |  |
|           |  |

#### From: NATIONAL HOME CORPORATION (Owner)

This is to give you notice that NHC Title, LLC, (NHC) which is a title insurance agency, has the following business relationships: 1) Owner owns a 70.00% interest in NHC. 2) Investors Title Insurance Company, which is the title insurance underwriter for the agency, has a 30.00% ownership interest in NHC; 3) NHC is managed by Investors Title Management Services (ITMS), which is affiliated with ITIC through common ownership. For more information about these companies, please visit the agency website at <u>www.nhctitle.com</u>. Because of these relationships, this referral may provide Owner, ITIC and/or ITMS a financial or other benefit.

Set forth below is the estimated charge by NHC Title, LLC for title insurance on the subject property.

You are NOT required to use NHC Title, LLC or Investors Title Insurance Company as a condition for settlement of your loan on the subject property. OTHER SETTLEMENT SERVICE PROVIDERS WITH SIMILAR SERVICES MAY BE AVAILABLE. YOU ARE FREE TO COMPARE PROVIDERS TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| TYPE OF POLICY           | AMOUNT OF INSURANCE           | ESTIMATED CHARGE          |
|--------------------------|-------------------------------|---------------------------|
| Lender's Title Insurance | \$ <u>259,000 - \$350,000</u> | \$ <u>150</u>             |
| Owner's Title Insurance  | \$259,000 - \$350,000         | \$ <u>1,370 - \$1,825</u> |
| (Description of Service) | Closing Fee                   | \$ 575.00                 |

#### ACKNOWLEDGEMENT

I/we have read this disclosure form. I/we understand that the Owner is referring me/us to purchase the above described settlement services from NHC Title, LLC and Investors Title Insurance Company and that Owner, ITIC and ITMS may receive a financial or other benefit as a result of this referral.

| Buyer | Date |  |
|-------|------|--|
|       |      |  |
| Buyer | Date |  |

#### NATIONAL HOME CORPORATION DISCLOSURES WITH RESPECT TO TITLE INSURANCE

| То: | Borrower(s) | Property: |
|-----|-------------|-----------|
|     |             |           |
|     |             |           |

From: NATIONAL HOME CORPORATION (Owner)

- I. I acknowledge that the Lender may not condition an extension of credit, or any subsequent renewal thereof on either:
  - My purchase of an insurance product from the Lender or any of its affiliates; or
  - My agreement not to obtain, or a prohibition on my obtaining, an insurance product from an unaffiliated entity;
  - As long as the coverage provided is acceptable to the Lender.
- II. I understand that the insurance product is not a deposit or other obligation of, or guaranteed by, the Lender or an affiliate of the Lender; and I understand that the insurance product is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, Florida, the Lender, or an affiliate of the Lender.
- III. I also acknowledge that I have received a copy of a Notice required by the Federal Real Estate Settlement Procedures Act and Regulation X (RESPA Notice) disclosing the Owner's interest in a title insurance agency, NHC Title, LLC (only applicable for federally related mortgage loans).
- IV. Understanding the above disclosures (check all applicable):
  - □ I request that my title insurance business be referred to NHC Title, LLC, and my attorney or closing agent be notified accordingly. I further understand that I can contact NHC Title, LLC to obtain or provide additional information concerning title insurance.
  - I request my title insurance business be referred to \_\_\_\_\_\_
    Please instruct my attorney or closing agency accordingly.
  - I understand that the Lender requires mortgage loan title insurance and that the Lender's policy does not provide Owner's coverage to protect my equity. I would like Owner's insurance in the amount of the Purchase Price, the Appraised Value, for the Loan Amount.

| Borrower                            | Date         |  |
|-------------------------------------|--------------|--|
|                                     |              |  |
| Borrower                            | Date         |  |
|                                     |              |  |
| Current Mailing Address             | Loan Officer |  |
| /                                   |              |  |
| Home Phone Number/Work Phone Number |              |  |



Purchase Price Addendum

| Purchaser:                        |  |
|-----------------------------------|--|
| Seller: National Home Corporation |  |
| Division:                         |  |
| Community:                        |  |
| Property Address:                 |  |
| Sales Consultant:                 |  |
| Lot:                              |  |
| Model:                            |  |
| Contract Date:                    |  |

This Addendum PP is attached to and made part of the Purchase Agreement ("Agreement") in connection with the abovedescribed property ("Property"). If and to the extent that this Addendum PP conflicts with any other part of the Agreement including, without limitation, any prior Addendum PP(s), this Addendum PP shall govern. Purchaser and Seller further agree to execute an Addendum PP correcting and superseding this Addendum PP in the event of clerical and/or calculation errors and/or omissions herein. Purchaser and Seller agree that the Purchase Price for the Property shall be as follows:

| Description           | Amount |
|-----------------------|--------|
| Total Purchase Price: |        |

Purchaser elects to use a lender to obtain the loan in connection with the above referenced Property.

Seller Paid Closing Costs Up to: \_\_\_\_\_\_

| Deposits | Total DUE | Total Received | Total Remaining to be paid by Buyer |
|----------|-----------|----------------|-------------------------------------|
|          |           |                |                                     |

All other terms and conditions of the Agreement shall remain the same and are hereby ratified by the parties.

BY SIGNING BELOW, PURCHASER AFFIRMS THAT PURCHASER (AND IF THERE IS MORE THAN ONE PURCHASER, EACH PURCHASER) HAS READ, UNDERSTANDS, ACKNOWLEDGES, AND AGREES TO THE FOREGOING TERMS AND CONDITIONS.

| Purchaser: |  |
|------------|--|
| Purchaser: |  |

Seller: National Home Corporation

Seller:



#### Warranty Arbitration Addendum to NHC PURCHASE AGREEMENT

1. **Superseding Agreement.** The provisions of this Warranty Arbitration Addendum to PURCHASE AGREEMENT (the "Addendum") are a material consideration for the SELLER to enter into the PURCHASE AGREEMENT and such provisions supersede, preempt, and override any inconsistent or conflicting provisions in the PURCHASE AGREEMENT. All capitalized terms used or defined in this Addendum shall have the meaning assigned to such terms in the PURCHASE AGREEMENT.

2. **The 2-10 HBW Warranty**. In connection with the purchase and sale of the PROPERTY, the SELLER will provide for PURCHASER an express limited warranty (the "Warranty") administered by Home Buyers Warranty Corporation ("2-10 HBW"). The Warranty is set forth in the applicable 2-10 HBW Warranty booklet (the "Booklet") published by 2-10 HBW and provided to PURCHASER. PURCHASER hereby acknowledges receiving a copy of the Booklet 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 SELLER, PURCHASER, and/or 2-10 HBW arising from or relating to the Warranty, PURCHASE AGREEMENT the PURCHASE AGREEMENT, the real property on which it is located, and/or any common elements in which PURCHASER has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall exclusively be settled by binding arbitration pursuant to the express arbitration agreement (the "Arbitration Agreement") set forth in the Booklet and hereby incorporated by reference. The SELLER and PURCHASER, agree that this Addendum and the Arbitration Agreement 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 law, ordinance, rule, or regulation.

By signing this Addendum, SELLER and PURCHASER, agree to and affirm all terms of the Arbitration Agreement and hereby waive, to the fullest extent permitted by applicable law, their right to a jury trial or class action litigation.

**IN WITNESS WHEREOF**, the SELLER and PURCHASER have executed this Addendum as of the last date indicated below.

| SELLER | PURCHASER  |
|--------|------------|
| By:    | Signature: |
| Name:  | Date:      |
| Title: | Signature: |
| Date:  | Date:      |



## Santa Fe Community Information Sheet

Homeowners Association Management Company: Houston El Norte POA Annual Dues: \$120 Annually

Utility Companies:

| Utility          | Company   | Phone Number                |
|------------------|---|-----------------------------|
| Phone company    | AT&T  | 800-321-2000                |
|                  |   | 888-333-6651 or 877-262-    |
| Internet Company | AT&T Fiber or Hughes Net Satellite Internet           | 4024                        |
|                  | Sam Houston Electric Coop: (SF Section 7) and Entergy | 936-327-5711 and 800-368-   |
| Power / Electric | (SF Section 3)  | 3749                        |
| Gas              | Centric Infrastructure Group: Only in Section 3       | 281-252-6700                |
|                  | Utility Investment Company Section 3 / Liberty County |                             |
| Water /Sewer     | Utilities, LLC Section 7                              | 800-224-4035 / 832-941-1694 |
| Sewer            | sewer is the same as Water Company.                   |                             |

| Elementary School                         | Santa Fe Elementary School; Pineburr Elementary School, Cottonwood<br>Elemetary School, International Leadership of Texas - Charter School (Other<br>schools are projected to reside within Santa Fe in the next several years)  |
|---|--|
| Middle School                             | Santa Fe Middle School   |
| High School                               | Cleveland High School  |
|   | Link: https://www.clevelandisd.org/  |
|   | Randie Havard, Escrow Officer / First American Title<br>10235 W. Little York Rd. Ste 111<br>Houston, TX 77040<br>(832) 679-7614 / <u>rhavard@firstam.com</u>   |
| Title Company and Address                 |  |
| How do buyers get their mailbox<br>keys?  | To gain access to your mailbox, go to the local post office located at 1213 E.<br>Houston St, Cleveland, Tx 77327 with your Closing Disclousures/Deed of Trust<br>and ID. USPS will give you your key to your assigned mailbox number and<br>location of central mailboxes.            |
| How do buyers get the keys to their home? | Once you close and funded, bring your Closing Disclousure and ID to the sales<br>office at 1744 Road 5102, Cleveland, TX 77327 to pick up you house keys. Keys<br>will need to be picked up during sales office hours. Call or Text Amy Pena 832-<br>318-3686, Hours (M-F) 9am to 4pm. |
| How do I schedule my Closing?             | when we are 15-45 days from closing we will send 2 calendar invites from closing@nationalhomecorp.com. 1 for your customer walk through of your new home and one for your closing. Both will include all the information you need.   |

# Included Features - B



Countertops: Wilsonart Calcutta Marble Laminate Paint: Walls-SW 7646 First Star Trim- SW 7006 Extra White

> SW 7006 **Extra White**



Door hardware: Kwikset Cove in Satin Nickel

Appliances: GE 1.6 cuft over range microwave with recirculating vent. GE 30" Electric smooth top range GE dishwasher w/ Front Controls





Flooring: Shaw Highlands II Shadow Grey (1<sup>st</sup> floor and 2<sup>nd</sup> floor wet areas) Shaw Carpet, Graceful Finesse Whisper

