



LONG LIVE HAPPY HOMES®

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: _____