



LONG LIVE HAPPY HOMES"

Warranty Arbitration Addendum to New Home Contract

Superseding Agreement. The provisions of this Warranty Arbitration Addendum to New Home Contract (the "Addendum") are a material consideration for High Road Homes, LLC to enter into the New Home Contract and such provisions supersede, preempt, and override any inconsistent or conflicting provisions in the New Home Contract. All capitalized terms used or defined in this Addendum shall have the meaning assigned to such terms in the New Home Contract.

- 1. The 2-10 HBW Warranty. In connection with the purchase and sale of (Address), High Road Homes, LLC. will provide for (Buyer(s)) 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 (Buyer(s)). (Buyer(s)) 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.
2. Arbitration Agreement. Any and all claims or disputes between High Road Homes, LLC, (Buyer(s)), and/or 2-10 HBW arising from or relating to the Warranty, New Home Contract, the (Address), the real property on which it is located, and/or any common elements in which (Buyer(s)) 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. High Road Homes, LLC and (Buyer(s)), 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, High Road Homes, LLC and (Buyer(s)), 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, High Road Homes, LLC and (Buyer(s)) have executed this Addendum as of the last date indicated below.

High Road Homes, LLC (Buyer(s))

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_