

MY COMPANY, LLLP

ADDENDUM TO STANDARD REAL ESTATE PURCHASE CONTRACT

1. ADDENDUM DOCUMENTS

- a) This ADDENDUM contains the following documents:
 - 1) Construction Agreement This document
 - 2) Standard Specifications Attached
 - 3) Allowance Schedule Attached
 - 4) BUILDER Limited Warranty Attached

2. CHANGES OR ADDITIONAL WORK

- a) Both parties recognize that during the construction of the project the possibility exists that any or all of the following may occur:
 - 1) The BUYER may request the BUILDER to perform some work differently than originally planned.
 - 2) The BUYER may request the BUILDER to perform additional work.
 - 3) The BUYER may make specific product selections.
 - 4) The BUILDER may request the BUYER to clarify some portion of the construction plans.
- b) Both parties agree that said requests shall be detailed and conveyed between the parties via the use of the BUILDER'S form titled "Confirmation of Instructions".
- c) The Confirmation of Instructions shall require the approval of only one BUYER to be effective.
- d) In the event the subject of the Instruction is of the nature as to have required immediate action it cannot be later voided by the BUYER.
- e) Any changes mandated by the local Building Department shall be treated as additional work as provided by this contract.
- f) All changes or other additional costs provided for herein that involve structural changes, or those resulting in changes to finish details after the original materials were ordered by the BUILDER, are subject to a minimum \$100.00 administration fee per change in addition to the costs associated with implementing the change.
- g) The Builder reserves the right to collect up to a 100% deposit for charges made for changes requested by the Buyer, and such deposits are entirely at the discretion of the Builder.
- h) Any funds collected by the Builder for changes requested by the Buyer are non-refundable once the work to make the change has begun or the materials have been ordered.
- i) All charges relating to any "Confirmation of Instructions" which have not been previously paid to the Builder will be aggregated and will be due as part of the Closing Purchase Transaction. Failure to pay any and all outstanding balances due on the Confirmation of Instructions will be considered a default occurrence under the purchase contract.

3. PHOTOGRAPHS

- a) The BUILDER is authorized by the BUYER to use photographs of the project for display, promotion or advertising without compensation to the BUYER.

4. MATERIALS SELECTIONS

- a) With respect to items that may be selected by the BUYER, such items are to be selected only from Suppliers designated and approved by BUILDER.
- b) In the event that the BUYER chooses to select such items from Suppliers with whom the BUILDER has an active account, the BUILDER will administer any warranty situation relative to that item that may arise.
- c) In the event that BUYER chooses to select any such items from a Supplier with whom the BUILDER does not have an active account, and the BUILDER allows a purchase from that Supplier, the BUYER shall pay the Supplier for the required items directly, including order deposits, and shall be responsible for administering any warranty situations that may arise.

5. HEALTH CONCERNS ARISING FROM MATERIALS USED IN CONSTRUCTION

- a) It is possible that the BUYER or anyone associated with the BUYER may experience negative reactions to the materials used in the manufacture of products utilized in the construction of the project. Though the BUILDER has carefully selected the products to be used in the construction of the project, BUILDER does not represent that such a negative reaction will not occur. If the BUYER is concerned with regard to any such reaction, BUILDER will provide a sample of any or all products to the BUYER, and urges the BUYER or BUYER'S agent to test for negative reactions.
- b) BUILDER requires that BUYER provide notarized copies of any such tests, either positive or negative, to BUILDER immediately upon receipt.
- c) The absence of a request for any or all materials will be interpreted in this agreement as acceptance by the BUYER of the products and any consequences of the installation of the products in this project.

6. SUBSTITUTION OF MATERIALS

- a) BUYER recognizes that any change or alteration made by BUILDER to the signed and accepted plans and specifications will be made because of building code issues or design considerations, and approves any such changes or alterations in advance.
- b) The BUILDER may substitute structural materials and other generically described items without notice to the BUYER in order to allow the work to proceed, provided that the substituted materials are of no lesser quality than those described in the Construction Specifications.
- c) Substitutions of specifically described brand names or allowance selections will not be made without the BUYER'S authorization.

7. SUBCONTRACTORS and EMPLOYEES

