

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Ichijo USA – _____ Washington State _____)

SUMMARY OF TERMS

Purchaser Name(s):

- 1. _____ Trishul Gowda Ashok _____ Married Single
- 2. _____ Neha Nagabhushana Patel _____ Married Single
- 3. _____ Married Single

Purchaser Address: _____ 15511 NE 22nd PI #481, Bellevue, Wa. 98007 _____

Purchaser Email/Phone Number: _____ trishul33@gmail.com _____ nehanpatel12@gmail.com
513.609.1821 _____ 331.234.1631 _____

Seller Name: _____ Ichijo USA CO., Ltd. _____

Seller Address: _____ 1406 140th PL NE, suite 104, Bellevue, Wa. 98007 _____

Community Name: _____ Ten Trails _____

Property Address: _____ 33480 Golden Lakes Lane, _____ Black Diamond, Wa. 98010 _____

Property Tax Parcel No.: _____ 8576100650 _____

Purchase Price: _____ \$800,000.00 _____

Down Payment: _____ 10% _____

Earnest Money Deposit: _____ \$15,000.00 with promissory note to pay \$17,000.00 within 45 days of effective date _____

Financing Contingency: Yes No

If Yes, Financing Type: VA Loan FHA Loan Conventional Loan

Purchaser's Property Sale Contingency: Yes No

If Yes, Address of Purchaser's Property: _____

Title Insurance Company: _____ Chicago Title & Escrow _____

Closing Agent: _____ Sherri Smyth sherri.smyth@ctt.com _____

AGENCY DISCLOSURE

Selling Firm: _____

Selling Broker Name: _____

Selling Broker License No.: _____

Selling Broker Email/Phone Number: _____

Selling Broker Represents: Purchaser only Seller only Purchaser and Seller Neither

Listing Firm: James & Associates Inc.

Listing Broker Name: Ryan J. Summers

Listing Broker License No.: 123294

Listing Broker Email/Phone Number: ryan@james-realestate.com (425) 876-6701

Listing Broker Represents: Seller only Purchaser and Seller

EXHIBITS TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Exhibit A - Legal Description of Property

Exhibit B - General Addendum

Exhibit C - Upgrades Addendum

Exhibit D - Community Addendum

Exhibit E - Standard Specifications

Exhibit F - Seller Warranty Documentation

Exhibit G - Form 17 Disclosure Statement (Environmental)

Exhibit H - Mold Addendum

~~Exhibit I - Public Offering Statement~~

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this “**Agreement**”) is entered into between the Seller named above in the Summary of Terms (“**Seller**”), and the Purchaser(s) named above in the Summary of Terms (individually, or, if more than one, collectively, “**Purchaser**”), for the purchase of the real property located at address listed above in the Summary of Terms, which is associated with the Tax Parcel Number listed above in the Summary of Terms and is legally described on Exhibit A attached hereto, together with the house to be constructed thereon by Seller pursuant to the terms of this Agreement (the “**House**” and together with the land, collectively, the “**Property**”). The Property is located within the community listed above in the Summary of Terms (the “**Community**”). As used herein, the “**Effective Date**” shall mean the date on which this Agreement has been mutually executed by both Purchaser and Seller, as evidenced by the dates written below each parties’ signature on the signature page attached hereto. Purchaser and Seller are occasionally referred to in this Agreement collectively as the “parties” and each individually as a “party.”

1. **PURCHASE PRICE.** The total purchase price for the Property is the Purchase Price set forth above in the Summary of Terms (the “**Purchase Price**”). The Purchase Price, plus any closing costs owed by Purchaser under this Agreement, shall be paid by Purchaser in cash at Closing.

2. **EARNEST MONEY DEPOSIT.** As consideration for Seller’s execution and delivery of this Agreement, on or before the date that is four (4) days following the Effective Date, Purchaser shall deposit with the Closing Agent listed above in the Summary of Terms (“**Closing Agent**”) an earnest money deposit in the amount specified above in the Summary of Terms (the “**Earnest Money Deposit**”). The Earnest Money Deposit shall be in the form of immediately available funds and shall be delivered by wire transfer to an account designated by Closing Agent. The Earnest Money Deposit shall be nonrefundable except as otherwise provided in this Agreement, but shall be applicable to the Purchase Price at Closing. The Earnest Money Deposit shall be held in escrow by Closing Agent until Closing, unless sooner disbursed in accordance with the provisions set forth in this Agreement.

3. **NO CONTINGENCIES.** If the Summary of Terms above indicates there is no Financing Contingency and no Purchaser’s Property Sale Contingency, Purchaser represents and warrants to Seller that Purchaser has sufficient funds to close the sale of the Property in accordance with this Agreement and is not relying on any contingent source of funds, including, without limitation, funds from loans or the sale of other property, and Purchaser agrees to deliver within three (3) business days from the Effective Date financial statements or other written evidence of Purchaser’s ability to purchase the Property with cash. If Purchaser fails to deliver such written evidence, or Seller determines in its sole discretion that the written evidence delivered by Purchaser does not evidence Purchaser’s ability to purchase the Property with cash, Seller may terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination.

4. **FINANCING CONTINGENCY.** If the Summary of Terms above indicates that there is no Financing Contingency, the terms of Section 4(a) below will apply and the terms of Section 4(b) will not be applicable. If the Summary of Terms above indicates that there is a Financing Contingency, the terms of Section 4(b) below will apply and the terms of Section 4(a) will not be applicable.

(a) No Financing Contingency. Purchaser acknowledges that this is a cash transaction and Purchaser’s obligations under this Agreement are not contingent on the availability of financing. To the extent required under Section 3 above, Purchaser agrees to deliver within three (3) business days from the Effective Date financial statements or other written evidence of Purchaser’s ability to purchase the Property with cash.

(b) Financing Contingency. Purchaser's obligations under this Agreement are contingent on Purchaser obtaining a loan commitment within thirty (30) days of the Effective Date (the "**Financing Contingency Period**") for a mortgage loan from one of Seller's preferred lenders (each a "**Preferred Lender**"), or another qualified institutional lender of Purchaser's choice (each a "**Non-Preferred Lender**"), with interest, term and other charges at the current market rates at the time such loan commitment is obtained for a borrower with Purchaser's credit history (the "**Financing Contingency**"). The Financing Contingency shall be subject to the following terms and conditions:

- (i) *Pre-Approval from Preferred Lender*. Regardless of whether Purchaser intends to finance its purchase with a Preferred Lender, prior to the Effective Date, Purchaser shall obtain a pre-approval letter from a Preferred Lender which shall state that the Preferred Lender has reviewed Purchaser's credit, employment, current assets and income, and that Purchaser and the Property are pre-approved for a mortgage loan from Preferred Lender subject only to the Preferred Lender's review of title and an appraisal. In addition, if Purchaser owns a home as of the Effective Date and is not making the purchase of the Property contingent upon the sale of Purchaser's existing home, then the pre-approval letter shall state that Purchaser is approved to buy the Property without selling Purchaser's existing home.
- (ii) *Use of Non-Preferred Lender*. If Purchaser elects to pursue financing for its purchase of the Property from a Non-Preferred Lender, then, at the request of Seller, Purchaser shall promptly inform Seller of the status of such financing and deliver, and/or cause the Non-Preferred Lender to deliver, to Seller all information and documentation requested by Seller relating to such financing and the Non-Preferred Lender (including, without limitation, the name of the Non-Preferred Lender, contact information for the Non-Preferred Lender, Purchaser's loan application and Purchaser's credit report).
- (iii) *Loan Applications*. Within ten (10) days of the Effective Date, Purchaser shall, at Purchaser's expense, submit an accurate and complete loan application to a Preferred Lender and, if Purchaser desires to pursue financing from a Non-Preferred Lender, to such Non-Preferred Lender. Purchaser shall furnish all information and documentation requested by such Preferred Lender or Non-Preferred Lender (each a "**Lender**") within five (5) days of any such request, and shall otherwise make a good faith effort to qualify for a loan. Purchaser shall immediately deliver to Seller copies of any notice(s) received from any Lender rejecting a loan application submitted by Purchaser. Purchaser authorizes any Lender to whom Purchaser has applied or is in the process of applying for a loan in connection with this Agreement to disclose to Seller the information contained in any loan application, income and employment, credit reports or other credit-related documentation.
- (iv) *Receipt of Loan Commitment*. Within seven (7) days of Purchaser's receipt of a loan commitment from the Lender that Purchaser intends to use for Closing, Purchaser agrees to accept the commitment and deliver an executed copy of the commitment to Seller. Purchaser agrees to execute all documents required in order to obtain the loan, and pay all loan fees, rate lock fees, title insurance premiums and closing costs charged by Lender in connection with Purchaser's pursuit of the loan (as well as any prepaid interest due on the loan at Closing and any amounts Lender may require to be escrowed for purposes of paying property taxes and/or insurance on the Property). Purchaser agrees to be responsible for, and bear the risk of satisfying, all terms and conditions of the commitment. Purchaser's failure to fulfill any such terms or

conditions, or the termination or expiration of the commitment after it is obtained, for any reason, shall not release Purchaser from Purchaser's obligations under this Agreement and shall not entitle Purchaser to a refund of the Earnest Money Deposit.

- (v) *Purchaser Termination Right.* If Purchaser properly makes and pursues one or more loan applications as required under this Agreement but is unable to deliver to Seller a written loan commitment from a Preferred Lender or Purchaser's Non-Preferred Lender despite Purchaser's good faith efforts to do so, and Purchaser provides Seller with documentation showing that such loan has been declined by the Preferred Lender or Purchaser's Non-Preferred Lender, Purchaser may terminate this Agreement by giving written notice to Seller prior to the expiration of the Financing Contingency Period; provided, however, in the event Purchaser terminates this Agreement in accordance with the foregoing, Purchaser shall only be entitled to a refund of the Earnest Money Deposit as provided in Section 4(b)(vii) below. Unless Purchaser shall have delivered such notice to Seller within the Financing Contingency Period, Purchaser shall be deemed to have obtained the loan commitment or agreed to purchase the Property without financing, the Mortgage Contingency shall be deemed to have been satisfied and the Earnest Money Deposit shall thereafter be nonrefundable to Purchaser except as otherwise expressly provided in this Agreement.
- (vi) *Seller Termination Right.* If Purchaser properly makes and pursues the loan application as required under this Agreement but is unable to deliver to Seller a written loan commitment reasonably satisfactory to Seller within the Financing Contingency Period, or if Purchaser is at any time disapproved for a loan, then Seller may terminate this Agreement by giving written notice to Purchaser.
- (vii) *Earnest Money.* If Purchaser is unable to obtain a loan commitment from a Preferred Lender and terminates this Agreement in accordance with Section 4(b)(v) above, or if Seller terminates this Agreement in accordance with Section 4(b)(vi) above, the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination. For avoidance of doubt, Purchaser shall only be entitled to a refund of the Earnest Money Deposit due to the failure of the Financing Contingency if (1) Purchaser properly makes and pursues a loan application from a Preferred Lender but is unable to deliver a written loan commitment from such Preferred Lender despite Purchaser's good faith efforts to do so, and (2) Purchaser notifies Seller of the same in writing prior to the expiration of the Financing Contingency Period.
- (viii) *Appraisal; Increase in Purchase Price.* Purchaser acknowledges and agrees that it shall not be a requirement or condition of this Agreement that the appraised value of the Property equal or exceed the Purchase Price set forth herein. Under no circumstances shall Purchaser be excused from performance under this Agreement solely as a result of the appraised value of the Property set forth in any appraisals performed prior to Closing. In the event the Purchase Price is increased after the Effective Date due to changes or upgrades requested by Purchaser as described in Section 6(d) below, and Purchaser is unable to obtain financing for such increased portion of the Purchase Price, Purchaser agrees that such increased portion shall not be considered a part of the financed portion of the Purchase Price and Purchaser shall

be responsible for paying such increased portion of the Purchase Price from its own funds.

- (ix) *FHA/VA Loans.* If the Summary of Terms above indicates that there is a Financing Contingency and Purchaser's mortgage loan is an FHA loan or VA loan, the terms of this subsection (ix) shall apply notwithstanding anything in this Agreement to the contrary.
1. Purchaser shall not be obligated to complete the purchase of the Property or incur any penalty or forfeiture of the Earnest Money Deposit (or any other deposits) if: (A) for a VA loan, the Purchase Price exceeds the reasonable value of the Property established by the VA Certificate of Reasonable Value or VA appraisal, or (B) for an FHA loan, the Purchase Price exceeds the appraised value of the Property (excluding closing costs) established by the FHA appraisal; provided, however, in either case, Purchaser shall have the right to complete the sale without regard of the appraised valuation made by the FHA or VA.
 2. Purchaser shall not be required to pay for any closing costs prohibited to be paid by Purchaser under regulations applicable to the FHA loan or VA loan being obtained by Purchaser. In the event the closing costs to be paid by Purchaser pursuant to this Agreement exceed the amount that Purchaser is permitted to pay under applicable FHA or VA regulations, Seller may elect to either pay such excess amount or terminate this Agreement (in which case the Earnest Money Deposit and any other deposits or payments made by Purchaser to Seller on account of the Purchase Price shall be returned to Purchaser and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination).
 3. The parties agree to execute any documents reasonably required by FHA or VA in connection with Purchaser's FHA or VA loan including, but not limited to, FHA/VA amendatory clauses and certifications.

5. **PURCHASER'S PROPERTY SALE CONTINGENCY.** If the Summary of Terms above indicates that there is no Purchaser's Property Sale Contingency, the terms of Section 5(a) below will apply and the terms of Section 5(b) will not be applicable. If the Summary of Terms above indicates that there is a Purchaser's Property Sale Contingency, the terms of Section 5(b) below will apply and the terms of Section 5(a) will not be applicable.

(a) No Property Sale Contingency. Purchaser acknowledges that this is a cash transaction and Purchaser's obligations under this Agreement are not contingent on the sale of any property of Purchaser. To the extent required under Section 3 above, Purchaser agrees to deliver within three (3) business days from the Effective Date financial statements or other written evidence of Purchaser's ability to purchase the Property with cash.

(b) Property Sale Contingency. Purchaser's obligations under this Agreement are contingent (the "**Property Sale Contingency**") on Purchaser entering into an agreement providing for the purchase and sale of Purchaser's Property (the "**Purchaser's Property PSA**") identified above in the Summary of Terms ("**Purchaser's Property**") within forty-five (45) days of the Effective Date (the

“Property Sale Contingency Period”). The Property Sale Contingency shall be subject to the following terms and conditions:

- (i) *Listing*. Purchaser shall list Purchaser’s Property for sale on a multiple listing service in the area serving Purchaser’s Property with a licensed real estate firm within five (5) days of the Effective Date. If Purchaser fails to do so, Purchaser shall be deemed to have waived the Property Sale Contingency and the Earnest Money Deposit shall thereafter be nonrefundable to Purchaser except as otherwise expressly provided in this Agreement.
- (ii) *Seller Approval Rights*. Prior to entering into a Purchaser’s Property PSA, Purchaser shall obtain Seller’s prior written consent with respect to the closing date set forth therein. Purchaser shall also obtain Seller’s prior written consent before accepting any offer from a buyer for the purchase of Purchaser’s Property that is conditioned upon the sale or closing of such buyer’s property. Purchaser’s failure to obtain Seller’s written consent as required under this subsection (ii) shall constitute a default under this Agreement for which Seller shall have the right to exercise its remedies hereunder.
- (iii) *Satisfaction of Contingency*. Purchaser shall deliver notice to Seller within two (2) days of entering into a Purchaser’s Property PSA, together with a copy of the Purchaser’s Property PSA, at which time the Property Sale Contingency shall be satisfied and the Earnest Money Deposit shall thereafter be nonrefundable to Purchaser except as otherwise expressly provided in this Agreement. Once Purchaser has entered into a Purchaser’s Property PSA, Purchaser shall not amend the closing date thereunder without the prior written consent of Seller.
- (iv) *Purchaser Termination Right*. If Purchaser fails to enter into a Purchaser’s Property PSA prior to the expiration of the Property Sale Contingency Period, Purchaser may terminate this Agreement by giving written notice to Seller prior to the expiration of the Property Sale Contingency Period, in which case the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination. Unless Purchaser shall have delivered such notice to Seller within the Property Sale Contingency Period, the Property Sale Contingency shall be deemed to have been satisfied and the Earnest Money Deposit shall thereafter be nonrefundable to Purchaser except as otherwise expressly provided in this Agreement.
- (v) *Failure to Close*. If the Property Sale Contingency is satisfied and the sale of Purchaser’s Property subsequently fails to close through no fault of Purchaser, Purchaser shall deliver notice to Seller within two (2) days of learning of such failure stating that Purchaser either: (1) elects to terminate this Agreement, in which case the Earnest Money Deposit shall be returned to Purchaser, or (2) elects to waive the Property Sale Contingency and proceed to Closing under this Agreement, in which case the Earnest Money Deposit shall thereafter be nonrefundable to Purchaser except as otherwise expressly provided in this Agreement. If the Property Sale Contingency is satisfied and Purchaser subsequently fails to close on the sale of Purchaser’s Property without legal excuse, Purchaser shall not be relieved of its obligations under this Agreement.

- (vi) *Seller's Right to Market the Property.* Purchaser acknowledges and agrees that Seller shall have the right to continue to market the Property in a "pending" or "contingent" status until Seller has received notice that Purchaser has satisfied or waived the Property Sale Contingency. If, prior to receiving such notice, Seller accepts another offer for the purchase of the Property, Seller shall notify Purchaser of the same. Purchaser shall then have until the earlier of (1) five (5) days following such notice, or (2) the expiration of the Property Sale Contingency Period, to either waive or satisfy the Property Sale Contingency. If Purchaser fails to waive or satisfy the Property Sale Contingency, this Agreement shall terminate, the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination.

6. CONSTRUCTION.

(a) Plans and Specifications. The materials, equipment and fixtures included in and to be issued in constructing the House will be substantially similar in quality to those described in the standard specifications set forth in Exhibit E attached hereto (except with respect to extras, options and/or upgrades). Purchaser acknowledges that all measurements set forth in the plans for the House are outside dimensions, and all square footages set forth therein are approximate. Purchaser further acknowledges that the pre-construction plans and specifications may be changed or adjusted from time to time for purposes of accommodating site conditions and other variable construction factors, and agrees that Seller shall have the absolute right to make modifications to the plans and specifications for the House. Without limiting the generality of the foregoing, Purchaser specifically acknowledges and agrees that adjustments in the dimensions of rooms, the location of windows, floors, walls, partitions and utility connections and outlets may be made by Seller in its sole discretion, provided that the changes in the layout and dimensions of the House shall not substantially affect the value of the House. Purchaser further acknowledges and agrees that the plans and specifications of the House and the Community on file with the applicable governmental authorities may not be identical to Seller's plans and specifications due to the variable nature of the changes described herein, and that, as a result thereof, the House may not be constructed strictly in accordance with such plans and specifications on file with the applicable governmental authorities. In furtherance of the foregoing, in the event of any conflict between the actual construction of the House and/or the Community, and that which is set forth on the plans and specifications, Purchaser agrees that the actual construction shall prevail and to accept the House and Community as actually constructed so long as the deviations do not substantially affect the value of the House. By acceptance of the Deed, Purchaser accepts all variations of the House and Community.

(b) Ownership of Plans and Specifications. All plans and specifications for the House and the Community are the property of Seller. At the request of Purchaser made prior to Closing, Seller agrees to provide Purchaser access to electronic copies of said plans and specifications. Purchaser acknowledges that said plans and specifications are the stock and trade of Seller and agrees that Purchaser will not transmit or make available information concerning the plans or specifications to builders or any other third parties.

(c) Model Home; Marketing Materials. Purchaser acknowledges and agrees that (i) Seller's model homes may vary from the House, and Seller's model homes frequently include upgrades to both the interior and exterior of the home (which may include, without limitation, furnishings, decorations, painting features, flooring, window treatments and landscaping), and (ii) any interior decorations shown on plans, and images in Seller's marketing materials, are displayed for illustration only. As such, Purchaser acknowledges and agrees that such upgrades, decorations and any other items shown in marketing materials are not included in the standard specifications for the House, and will not

be included in the Property sold to Purchaser under this Agreement, unless expressly stated otherwise in this Agreement.

(d) Upgrades.

- (i) *Generally.* Purchaser acknowledges that the Purchase Price set forth herein is based on the assumption that the House will be constructed in accordance with Seller's standard specifications, except to the extent Seller and Purchaser have agreed to any upgrades or modifications as set forth on Exhibit C attached hereto. All upgrades or modifications to Seller's standard specifications (collectively, "**Upgrades**") shall be at Purchaser's expense. The cost charged by Seller for Upgrades requested by Purchaser shall be referred to herein as the "**Upgrade Cost.**"
- (ii) *Upgrades Requested After Effective Date.* Any Upgrades requested by Purchaser after the Effective Date shall be subject to the approval of Seller, which approval may be withheld in Seller's sole discretion. In the event Seller approves any such Upgrades, such Upgrades will be addressed in an addendum to this Agreement and the Purchase Price will be increased by an amount equal to the Upgrade Cost. Purchaser shall pay a non-refundable processing fee of \$150.00 in connection with each Upgrade request made after the Effective Date.
- (iii) *Pre-Closing Upgrade Payment.* For each Upgrade requested by Purchaser and approved by Seller, Purchaser shall be required to make a nonrefundable cash prepayment equal to fifty percent (50%) of the Upgrade Cost (the "**Pre-Closing Upgrade Payment**"). To the extent any Upgrades have been agreed to prior to execution of this Agreement, the Pre-Closing Upgrade Payment for such Upgrades shall be paid to Closing Agent at such time as the Earnest Money Deposit is paid. For any Upgrades approved after the Effective Date, the Pre-Closing Upgrade Payment shall be paid to Closing Agent upon Seller's approval of the applicable Upgrade. Seller shall not be required to commence any Upgrades or order any materials therefor prior to payment of the Pre-Closing Upgrade Payment. All Pre-Closing Upgrade Payments shall be immediately nonrefundable once paid (except in the event of a Seller default as described in Section 9(b) below), but shall be credited against the Purchase Price at Closing. For avoidance of doubt, in the event Purchaser fails to close for any reason, including failure of Purchaser to waive any contingencies, any Pre-Closing Upgrade Payments shall be retained by Seller.

(e) Landscaping. Seller agrees to landscape the Property in a manner generally consistent with the appearance of other non-model new homes in the Community and in accordance with engineering requirements applicable to the Property under local regulations; provided, however, Purchaser acknowledges and agrees that all landscaping-related decisions shall be made by Seller in its sole discretion. Except as expressly stated in the Seller Warranty attached hereto as Exhibit F, Seller makes no express or implied representations or warranties regarding the landscaping on the Property.

(f) Visits to the Property Prior to Closing. Purchaser acknowledges and agrees that the Property is a construction site and that the Property and the materials, equipment and supplies thereon pose potential safety threats to those who may enter on the Property. Neither Purchaser nor any invitees of Purchaser shall enter onto the Property prior to Closing unless authorized by Seller, which authorization may be conditioned upon Seller having a representative present during such entry. At Seller's election,

any unauthorized entry by Purchaser or its invitees onto the Property prior to Closing shall constitute a default under this Agreement. In the event Purchaser or any invitees of Purchaser enter onto the Property prior to Closing, such parties expressly assume the risks of any injury or damage to person or property that may arise as a result of such entry, and shall comply with all federal, state and local safety laws and regulations. Purchaser hereby waives and releases, and agrees to indemnify, defend and hold harmless, Seller and Seller's affiliates, directors, officers, employees, contractors, subcontractors, agents and supplies (collectively, the "**Indemnified Parties**") from all claims and liabilities arising as a direct or indirect result of the presence of Purchaser or Purchaser's invitees on the Property or other property owned by Seller prior to Closing. Nothing in this Section shall be construed to require Purchaser to indemnify or defend against such claims to the extent of the concurrent or sole negligence or willful misconduct of Seller.

(g) No Outside Contractors. Purchaser agrees that supervision and direction of the parties performing construction on the Property (including, without limitation, all contractors and subcontractors) is to be done exclusively by Seller. Purchaser agrees not to deliver any instructions to any such parties or otherwise take any action that may hinder or delay construction on the Property. Purchaser shall not perform, or arrange for any work to be performed, on the Property prior to Closing, nor may Purchaser store any possessions thereon prior to Closing. Purchaser accepts responsibility for additional costs related to delays and/or corrections resulting from Purchaser's violation of the terms of this subsection, and agrees that such violations may lead to all or portions of the House being excluded from the Seller Warranty.

(h) Questions During Construction. Purchaser acknowledges that Seller's contractors, subcontractors, employees and real estate brokers have no authority to respond to Purchaser's questions regarding the construction of the House, or to agree to make any changes with respect to such construction. Accordingly, Purchaser agrees to direct any questions regarding construction to _____ Kyle Summers _____ at the following email address: _____ summers.kyle@gmail.com _____.

7. COMPLETION; CLOSING OF SALE.

(a) Completion Date. Seller agrees to complete construction of the House no later than two (2) years following the Effective Date, subject to extension for any strikes or labor disputes; shortages of labor or materials; weather conditions; Acts of God; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis; acts or omissions of federal, state or local governmental agencies outside the reasonable control of Seller; fire or other casualties; and any other delays recognized by the laws of the state of Washington as a defense to a contract action for non-performance or delay in performance (collectively, "**Force Majeure Events**"). If construction of the House is delayed due to any Force Majeure Event, then the date of completion shall be extended by the length of the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and Purchaser and Seller each hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption. Purchaser expressly acknowledges and agrees that notwithstanding any oral representations made to Purchaser by Seller or any of Seller's agents, Seller makes no promises or representations with respect to the date of completion of the House except as provided in this Section 7(a). Purchaser has not relied, and will not rely upon, any such oral representations for any purpose whatsoever, and Purchaser specifically agrees that Seller shall not be liable for additional costs, expenses or damages of any kind arising directly or indirectly as a result of the House not being completed on or prior to a particular date specified in such oral representations.

(b) Closing Date. Possession of the Property shall remain exclusively with Seller until Closing. The purchase and sale shall be closed (the “**Closing**”) through Closing Agent on the date identified as the closing date in a notice delivered from Seller to Purchaser (the “**Estimated Closing Date Notice**”) at least thirty (30) days prior to such date (the “**Closing Date**”). Purchaser acknowledges and agrees that Seller has the right in its sole discretion to designate the Closing Date; provided, however, if the purchase of the Property is subject to the Property Sale Contingency and Purchaser obtains Seller’s consent as to the closing date under the Purchaser’s Property PSA as required under Section 5(b) above, the Closing Date shall not occur prior to the closing date under the Purchaser’s Property PSA. Subject to Section 5(a) above, Seller is authorized to postpone the Closing Date in its sole discretion without liability even after delivery of the Estimated Closing Date Notice in the event the House has not been completed and/or a certificate of occupancy has not been obtained prior to the then-scheduled Closing Date; provided, however, in the event Seller delays the Closing Date following delivery of the Estimated Closing Date Notice, Seller must give Purchaser reasonable notice of the new Closing Date. If Purchaser fails to perform its payment and performance obligations under this Agreement on or prior to the Closing Date, and such failure is not due to a default by Seller hereunder, Seller shall have the option to declare Purchaser in default and pursue the remedies available to Seller hereunder, or to charge Purchaser interest on the unpaid portion of the Purchase Price at twelve percent (12%) per annum from the originally scheduled Closing Date to the date the Closing actually occurs (which interest shall be due and payable in full at Closing). Purchaser agrees that such interest charges are appropriate in order to cover Seller’s administrative and other expenses resulting from a delay in Closing, and that this amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller would suffer in the event Closing is delayed and is not in the nature of a penalty.

(c) New Home Orientation and Inspection; Pre-Closing Walk. Within ten (10) days prior to the Closing Date, or, if not possible during that period, then as soon as is reasonably possible following Closing, Purchaser and/or Purchaser’s representative shall meet with Seller or Seller’s representative for the new home orientation and pre-closing inspection (collectively, the “**New Home Orientation and Inspection**”). During the New Home Orientation and Inspection, Seller will explain aspects of the House’s operation and Purchaser will have the opportunity to examine the House for observable defects or omissions. At the conclusion of the New Home Orientation and Inspection, Seller shall present to Purchaser a written list of any defects or incomplete items observed during the New Home Orientation and Inspection that Purchaser has requested Seller to correct, and Purchaser and Seller (or Seller’s representative) will sign such written list. Seller will thereafter correct such items at Seller’s cost that are, in Seller’s opinion, actually defective in workmanship or materials (based on prevailing industry standards for a comparable house). Without limiting the generality of the foregoing, cosmetic touch-up items will be the responsibility of Seller to repair only if such items are observable from six (6) feet away under normal lighting conditions, as determined by Seller. In the event Seller is required to correct any items identified during the New Home Orientation and Inspection (the “**Required Repairs**”), Seller will do so to the level required by applicable building codes and industry standard within thirty (30) days of the New Home Orientation and Inspection (unless another time is agreed upon by Purchaser and Seller). For avoidance of doubt, the correction of any Required Repairs shall not be a condition to Closing and Seller’s failure to correct such Required Repairs prior to Closing shall not result in a delay of the Closing Date. On or before the Closing Date, Purchaser and/or Purchaser’s representative shall meet with Seller or Seller’s representative for a post-closing walk through of the House (the “**Pre-Closing Walk**”) during which Purchaser will have the opportunity to confirm that the Required Repairs have been completed. Any remaining Required Repairs shall be completed by Seller as soon as scheduling reasonably permits. For the purposes of completing construction and servicing of the Property and the Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year following Closing. If Purchaser fails to take advantage of any New Home

Orientation and Inspection or Pre-Closing Walk on the time and date scheduled by Seller, Purchaser shall be deemed to have waived such inspections and the rights associated therewith.

(d) Third Party Inspections. Purchaser, at Purchaser's expense, shall have the right to arrange for a third party inspection of the House prior to the New Home Orientation and Inspection and may present the results of such inspection to Seller; provided, however, Seller shall have the right to have a representative present during such inspection, and Seller requests that Purchaser provide the results of any such inspection (along with any photos from the inspection) to Seller at least twenty-four (24) hours prior to the New Home Orientation and Inspection. If Purchaser delivers the inspection results to Seller in accordance with the foregoing, Seller or Seller's representative shall address the results with Purchaser at the New Home Orientation and Inspection. Although Seller may, in its sole discretion, agree to perform additional work or repairs as a result of such inspection, Seller shall have no obligation to do so. In the event Seller, in its sole discretion, elects to complete any of the work or repairs identified by the third party inspector, Seller will do so to the level required by applicable building codes and industry standard, but the completion of the same shall not be a condition to closing and the failure to complete the same prior to Closing shall not result in a delay of the Closing Date.

(e) Conveyance; Title Insurance. At Closing, Seller shall convey title to the Property to Purchaser by delivery of a statutory warranty deed (the "**Deed**"). Title shall be delivered subject to the following (collectively, the "**Permitted Exceptions**"): (i) applicable local, state and federal laws, ordinances, rules and regulations (including, but not limited to, zoning ordinances), (ii) matters arising out of any acts of Purchaser or Purchaser's representatives, (iii) taxes and assessments not due and payable at Closing, (iv) sewer capacity charges, (v) all covenants, conditions, easements, agreements, restrictions and other matters recorded in the public records for the County in which the Property is located (including, but not limited to, the Governing Documents described in the Community Addendum), (vi) all matters that an accurate ALTA survey and inspection of the Property would disclose, (vii) standard exceptions and exclusions customarily contained in the standard coverage owner's policies of title insurance, and (viii) any other matters Purchaser shall agree to in writing. At Closing, the Title Insurance Company identified in the Summary of Terms above (the "**Title Insurance Company**") shall issue to Purchaser a title insurance policy in the amount of the Purchase Price either on the then-current ALTA form of Homeowner's Policy of Title Insurance for a One-to-Four Family Residence or on the then-current ALTA standard form of Owner's Policy (the "**Title Policy**"). If Seller cannot provide marketable and insurance title subject only to the Permitted Exceptions, Seller will have a reasonable period of time from the scheduled Closing Date to attempt to correct any defects in title; provided, however, Seller shall not be obligated to correct such defects or to incur any expense in connection therewith. If Seller cannot or elects not to cure such title defects, Seller shall so notify Purchaser and Purchaser shall thereafter have ten (10) days to either (1) accept title in the condition offered and proceed to Closing without set off or deduction to the Purchase Price, thereby waiving any claim with respect to such title defects, or (2) terminate this Agreement and receive a full refund of the Earnest Money Deposit. Closing shall be deemed to have occurred once the Deed is recorded and the Closing Agent has delivered to Seller the recording number for the same. The acceptance of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement except for such obligations that expressly survive Closing hereunder. Possession of the Property shall remain exclusively with Seller until the Deed is recorded and the Closing Agent has delivered to Seller the recording number for the same, at which time Seller or Seller's representative will arrange for delivery of possession to Purchaser.

(f) Closing Deliverables. On or prior to the Closing Date, Purchaser and Seller will deposit with the Closing Agent all instruments and monies required to complete the purchase and sale in accordance with this Agreement including, but not limited to, a real estate excise tax affidavit and, in the

case of Seller, the Deed and an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended.

(g) Closing Costs and Prorations; Utilities and Other Property Charges. In addition to the Purchase Price, Purchaser shall deposit with the Closing Agent at or prior to Closing, an amount equal to (i) all costs and deposits associated with Purchaser's mortgage loan, if any (including, but not limited to, appraisal fees, inspection fees, recording fees, document preparation charges, insurance premiums, loan origination fees and points, any prepaid interest due on the loan at Closing and any amounts Lender may require to be escrowed for purposes of paying property taxes and/or insurance on the Property), (ii) one-half of the escrow fee charged by Closing Agent, (iii) recording fees for the Deed, (iv) the cost of the Title Policy to the extent exceeding the cost of an ALTA Homeowner's Policy or standard Owner's Policy, as applicable, (v) the costs described in Section 3 of the Community Addendum attached hereto as Exhibit D, and (v) any other closing costs customarily payable by a buyer of a single family residence in the jurisdiction in which the Property is located. Seller shall pay the real estate excise tax payable in connection with the sale of the Property to Purchaser, one-half of the escrow fee and the cost of the Title Policy to the extent attributable to an ALTA Homeowner's Policy or standard Owner's Policy, as applicable. Real property taxes, any assessments for the current year and homeowner's association charges and utilities shall be prorated between Purchaser and Seller as of the date of Closing. **Pursuant to RCW 60.80, Seller and Purchaser request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property.** PURCHASER IS ADVISED TO VERIFY THE EXISTENCE AND AMOUNT OF ANY LOCAL IMPROVEMENT DISTRICT, SPECIAL TAXING DISTRICT, SEWER CAPACITY OR IMPACT CHARGES, UTILITY CHARGES OR OTHER ASSESSMENTS THAT MAY BE CHARGED AGAINST THE PROPERTY BEFORE OR AFTER CLOSING. Seller will pay such charges that are due and payable on or prior to Closing. Any charges that are levied before Closing, but become due after Closing, shall be paid by Purchaser.

8. GENERAL ADDENDUM, COMMUNITY ADDENDUM AND PUBLIC OFFERING STATEMENT.

(a) General Addendum. Purchaser acknowledges that additional terms and conditions relating to the purchase and sale of the Property may be set forth on Exhibit B attached hereto (the "**General Addendum**"), which General Addendum is incorporated into this Agreement by this reference. In the event of any inconsistency between the terms and provisions of the General Addendum and the terms and provisions of the body of this Agreement, the terms and provisions of the General Addendum shall control.

(b) Community Addendum. Purchaser acknowledges receipt of the Community addendum attached hereto as Exhibit D (the "**Community Addendum**"), which Community Addendum is incorporated into this Agreement by this reference. As set forth in the Community Addendum, Purchaser acknowledges that (i) a community association (the "**Association**") has or may be established for the benefit of all homeowners within the Community and Seller for the purpose of managing, operating and maintaining certain common areas and community facilities and/or services within the Community, (ii) upon Purchaser's acquisition of the Property, Purchaser will be a member of the Association and will be subject to the provisions of the Association's governing documents, and (iii) as a member of the Association, Purchaser will, among other things, be liable for such amounts as are charged to the homeowners under the Association's governing documents including, but not limited to, a share of the expenses of maintaining and operating the common areas and community facilities of the Community.

(c) Public Offering Statement. Purchaser acknowledges receipt of the public offering statement attached hereto as Exhibit I (the "**Public Offering Statement**"), along with copies of the other

documents referenced therein. Unless Purchaser has received the Public Offering Statement more than seven (7) days prior to the Effective Date, Purchaser shall have the right to terminate this Agreement by delivering written notice of such termination to Seller prior to the earlier of (i) seven (7) days after the date that Purchaser received the Public Offering Statement, or (ii) seven (7) days after the Effective Date. If Purchaser does not timely deliver such written notice, Purchaser shall be deemed to have waived its right to terminate this Agreement under this Section 8(c). Purchaser shall have no right to terminate this Agreement upon receipt of an amended or supplemental Public Offering Statement.

9. DEFAULTS AND REMEDIES.

(a) Purchaser’s Default. In the event Purchaser breaches any of its obligations under this Agreement, then Seller shall have the right to terminate this Agreement, in which case, to the extent permitted under applicable law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, the Earnest Money Deposit and any Pre-Closing Upgrade Payments, and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination. Purchaser agrees that actual damages in the event of a default by Purchaser would be difficult and costly to calculate, and that the liquidated damages provided for herein are a fair and reasonable estimate of the actual damages that Seller would suffer in the event of a Purchaser default hereunder and shall not be considered a penalty. No delay by Seller in exercising any right or remedy under this Agreement shall be deemed to be a waiver thereof. If, despite the parties’ agreement for liquidated damages set forth above, such liquidated damages are held to be illegal or unenforceable by a court of competent jurisdiction, Purchaser agrees that Seller shall be entitled to bring suit against Purchaser to recover its actual damages hereunder. Purchaser acknowledges and agrees that: (i) Seller would not have entered into this Agreement without Purchaser agreeing to the liquidated damages set forth above, (ii) Purchaser fully understands the consequences of liquidated damages, and (iii) Purchaser waives any rights and claims that Purchaser has or may have to dispute the liquidated damages provided for herein.

BY INITIALING BELOW, PURCHASER AND SELLER SPECIFICALLY CONFIRM THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL TO EXPLAIN, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION SET FORTH ABOVE.

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(b) Seller’s Default. In the event Seller breaches any of its obligations under this Agreement and such breach continues for ten (10) days following Purchaser’s delivery of written notice to Seller, Purchaser shall have the right to terminate this Agreement, in which case the Earnest Money Deposit and any Pre-Closing Upgrade Payments shall be returned to Purchaser as Purchaser’s sole remedy hereunder and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination. Notwithstanding the foregoing, in the event Seller breaches its obligation under Section 7(a) above to complete construction of the House no later than two (2) years following the Effective Date, Purchaser shall have all remedies available at law and in equity.

10. DISPUTE RESOLUTION.

(a) Means of Resolution. Any Dispute (as defined below) shall be submitted to mediation and, if not resolved by mediation within thirty (30) days following the initial mediation, shall be resolved by binding single-arbitrator arbitration in accordance with the terms of this Section 10. As used herein, “**Dispute**” means any controversy, dispute or claim (i) that is directly or indirectly related to this Agreement, the Property, the Community or any other dealings between Purchaser and Seller; (ii)

arising directly or indirectly by virtue of the representations or warranties made or alleged to have been made by Seller or Seller's representatives; (iii) directly or indirectly relating to personal injury or property damage sustained or alleged to have been sustained by Purchaser, Purchaser's children, Purchaser's invitees or other occupants of the Property, or within the Community; or (iv) relating to the enforceability of this Section 10. Purchaser acknowledges and agrees that Purchaser has executed this Agreement on behalf of its children, invitees and other occupants of the Property with the intent that all such parties shall be bound by the terms of this Section 10. Nothing herein shall extend the time period by which a claim or a cause of action may be made under the applicable statute of limitations or statute of repose, and in no event shall any Dispute be submitted for arbitration after the date when a claim or a cause of action would be barred by the applicable statute of limitations or statute of repose. Notwithstanding the foregoing, if either Purchaser or Seller seeks injunctive relief (as opposed to monetary damages) from a court, such party may do so without first submitting the matter to mediation or arbitration; provided, however, after resolution of any action for injunctive relief, the underlying action on the merits will be subject to the mediation and arbitration process set forth above.

(b) Mediation Generally. Purchaser and Seller agree to use good faith efforts to resolve any Disputes through mediation. Either party may initiate the mediation process by giving written notice (a "**Mediation Demand Notice**") to the other party describing in reasonable detail the nature of the Dispute and demanding mediation. Purchaser and Seller acknowledge and agree that, unless Purchaser and Seller mutually agree to the contrary: (i) submission to mediation is a condition precedent to filing a demand for arbitration, and (ii) the mediation shall be filed with and administered through the American Arbitration Association ("**AAA**").

(c) Arbitration Generally. If the Dispute is not resolved within thirty (30) days after the first mediation session, either party may initiate the arbitration process by giving written notice to the other party (an "**Arbitration Demand Notice**") and filing a demand for arbitration with the AAA. Purchaser and Seller acknowledge and agree that, unless Purchaser and Seller mutually agree to the contrary, the arbitration shall be filed with and administered through the AAA in accordance with the AAA Commercial Arbitration Rules, with Expedited Procedures, then in effect (the "**AAA Rules**") (which can be viewed at www.adr.org). The issue of whether a Dispute is required to be arbitrated under the terms of this Agreement shall be determined by the arbitrator. The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss and motions for summary judgment, in the same manner as a trial court judge, and shall have the power to summarily decide issues of fact or law; provided, however, the arbitrator shall not have the power to award punitive, consequential or exemplary damages. Absent fraud, collusion or willful misconduct by the arbitrator, the arbitrator's decision shall be final, binding, non-appealable and enforceable in any court having jurisdiction. The provisions of this Section 10 shall be governed by the Federal Arbitration Act, 9 U.S.C. §1, et seq.

(d) Selection of Mediator/Arbitrator. The parties shall use good faith efforts to agree on a mediator and arbitrator, as applicable, within twenty (20) days following delivery of the Mediation Demand Notice or Arbitration Demand Notice, as applicable. In the event the parties do not agree on a mediator or arbitrator within such 20-day period, the mediator or arbitrator shall be selected by the AAA from the list of mediators or arbitrators available in the county in which the Property is located, which selection shall be subject to challenge only in accordance with the AAA Rules. The mediator and arbitrator, whether selected by the parties or the AAA, shall be disinterested (i.e. shall not have a direct or indirect financial interest in the decision to be made, and shall not have been affiliated, employed or engaged by either party within the five (5) years immediately preceding the submission of the Dispute to mediation) and shall be a licensed attorney with at least five (5) years of experience in the area(s) of Dispute.

(e) Timing and Location. Any mediation and arbitration hearings shall be conducted in the greater Seattle-Bellevue, Washington area, unless the parties agree to another location. The initial mediation shall be set within thirty (30) days of the date a mediator is appointed, and the initial arbitration hearing shall be set within sixty (60) days of the date an arbitrator is appointed.

(f) Costs. Unless recoverable under applicable law, each party shall bear its own costs and expenses (including attorneys’ fees and fees for other professionals), for any mediation and arbitration. Notwithstanding the foregoing: (i) if a party unsuccessfully challenges the validity or scope of arbitration in a court of law or equity, the non-challenging party shall be awarded reasonable attorneys’ fees incurred in defending such challenge, and (ii) if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded its reasonable attorneys’ fees and expenses incurred in enforcing such settlement or award.

(g) Other Parties. Notwithstanding anything in this Agreement to the contrary, Purchaser agrees that Seller may, in its sole discretion, include in any mediation and/or arbitration Seller’s contractors, subcontractors, suppliers, design professionals, warranty companies and insurers.

(h) Confidentiality. Except as may be required by law or for confirmation of a settlement or an award, the parties, the mediator and the arbitrator shall keep confidential and not disclose to third parties any information or documentation obtained in connection with the mediation and/or arbitration process, including, but not limited to existence, contents or result of any mediation and arbitration.

(i) Single Claim. Purchaser and Seller agree that the parties may bring claims against the other only on an individual basis and not as a member in any purported class or representative action or collective proceeding. Any arbitration that is brought under this Agreement may not allow for the consolidation of claims relating to more than one property and the arbitrator may award relief only in favor of the individual party seeking relief. The arbitrator may not preside over any form of representative, collective or class proceeding, each of which is hereby expressly waived and precluded by this Agreement.

(j) WAIVER OF TRIAL BY JUDGE OR JURY. BY INITIALING BELOW, THE PARTIES SPECIFICALLY CONFIRM AND AGREE THAT BY AGREEING TO THE ALTERNATIVE DISPUTE RESOLUTION PROCESS SET FORTH HEREIN, EACH PARTY HEREBY WAIVES THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING THE RIGHT TO HAVE ITS DISPUTES DECIDED BY A JUDGE OR JURY) FOR ANY DISPUTES RELATING TO THIS AGREEMENT.

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PURCHASER INITIALS: NP TA 02/06/22 02/06/22

11. SELLER WARRANTY.

(a) Generally. Purchaser acknowledges receipt of Seller’s warranty documentation attached to this Agreement as Exhibit F (collectively, the “**Seller Warranty**”), which Seller Warranty is hereby incorporated into this Agreement by this reference. The terms and provisions of this Section 11 shall survive Closing and shall supplement the terms of the Seller Warranty. The Seller Warranty does not extend to any work, materials or other items warranted by third parties other than Seller, including, without limitation, pursuant to manufacturer’s warranties. The commencement date and expiration date of the Seller Warranty is as set forth in the Seller Warranty. In addition to the exclusions from coverage set forth in the Seller Warranty, the Seller Warranty specifically excludes remedy for damage or defects caused by abuse, modifications not executed by Seller, improper or insufficient maintenance, improper operation, normal wear and tear incurred in the course of normal usage and damage caused by fallen

trees, and Seller does not warranty against gouges, scratches, dents, etc. that are not identified in the New Home Orientation and Inspection or Pre-Closing Walk. The Seller Warranty and this Section 11 shall be construed in accordance with the National Association of Homebuilders Residential Construction guidelines for Professional Builders and Remodelers, 4th Edition (the “**NAHB Guidelines**”) (including, but not limited to, basic definitions, exclusions, construction performance standards and standards for repair and replacement) or, in the event the NAHB Guidelines are no longer published, in accordance with like-kind homebuilder warranty guidelines in the United States; provided, however, in the event of any inconsistency between (i) the NAHB Guidelines (or like-kind warranty guidelines), and (ii) the Seller Warranty or this Section 11, the terms and provisions of the Seller Warranty or this Section 11, as applicable, shall control.

(b) PURCHASER’S ACKNOWLEDGEMENTS. PURCHASER EXPRESSLY ACKNOWLEDGES THAT (I) EXCEPT AS EXPRESSLY SET FORTH IN THE SELLER WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT; (II) SELLER SPECIFICALLY EXCLUDES ANY OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE; (III) SELLER’S LIABILITY UNDER THE SELLER WARRANTY OR THIS AGREEMENT, OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE OR CONDITION OF THE PROPERTY, SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THE SELLER WARRANTY; (IV) IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION, SPECIFIC PERFORMANCE, OR ANY SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES; (V) ACCEPTANCE OF THE SELLER WARRANTY AND THE RIGHTS, DUTIES AND OBLIGATIONS OF SELLER AND PURCHASER THEREUNDER, IS A DIRECT AND MATERIAL INDUCEMENT TO SELLER’S AGREEMENT TO SELL THE PROPERTY FOR THE PURCHASE PRICE, AND HAS BEEN RELIED UPON BY SELLER (AND SELLER’S CONTRACTOR, SUBCONTRACTORS, VENDORS, SUPPLIERS AND OTHER DESIGN PROFESSIONALS); AND (VI) THE SELLER WARRANTY IS ACCEPTED BY PURCHASER IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE), AND IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER LEGAL OR EQUITABLE RIGHTS, REMEDIES OR CAUSES OF ACTION.

(c) Warranty-Related Requests. All requests or questions relating to the Seller Warranty must be made in writing to warranty@ichijousa.com. To the extent Seller has any requests or questions relating to appliances or other items covered under manufacturer’s warranties, Seller shall contact the applicable manufacturer directly.

12. **DISCLOSURES AND NOTICES.**

(a) Washington Form 17. Purchaser has been advised of its right to receive a completed seller disclosure statement (the “**Disclosure Statement**”) about the Property pursuant to RCW Chapter 64.06. Purchaser hereby waives the right to receive the Disclosure Statement from Seller pursuant to RCW Chapter 64.06, except for the section of the Disclosure Statement entitled “Environmental.” The “Environmental” section of the Disclosure Statement as completed by Seller is attached to this Agreement as Exhibit G. Purchaser acknowledges receipt of the Disclosure Statement and waives its right to rescind the Agreement under RCW 64.06.030. Purchaser further acknowledges and agrees that the Disclosure Statement is for the purposes of disclosure only, will not be considered part of this Agreement, and will not be construed as a representation or warranty of any kind by Seller.

(b) Construction Defect Claims. RCW Chapter 64.50 contains important requirements Purchaser must follow before Purchaser may file a lawsuit for defective construction against Seller or the builder of the House. Without limiting the generality of the foregoing, within forty-five (45) days prior to filing a lawsuit, Purchaser must deliver to Seller or builder a written notice of any construction conditions alleged to be defective, and provide Seller or builder the opportunity to make an offer to repair or pay for the alleged defects. Purchaser is not obligated to accept any offer made by Seller or the builder. There are strict deadlines and procedures under Washington State law, and failure to comply with the same may affect Purchaser's ability to file a lawsuit. This notice shall not be construed as a waiver or modification of any of the terms of this Agreement or the Seller Warranty including, without limitation, any provisions waiving claims or causes of action against Seller.

(c) Insulation. Pursuant to the terms and requirements of the Federal Trade Commission Trade Regulation Rule on Labeling on Home Insulation and applicable local building codes, insulation will be installed in the House as specified in the standard specifications set forth in Exhibit E attached hereto. All R-values stated thereon are based on the representations of the manufacturer and/or the installer of the installation and not on any independent investigation performed by Seller, and Seller therefore makes no representations or warranties regarding the same.

(d) Mold Addendum. Purchaser acknowledges receipt of the mold addendum attached hereto as Exhibit H, which addendum is hereby incorporated into this Agreement by this reference.

13. **ENVIRONMENTAL CONDITIONS**. Seller makes no representations or warranties, express or implied, with respect to the existing or future environmental conditions on or adjacent to the Property, including, but not limited to, potential contamination of the air, water or soil from any hazardous substances or other sources. Seller expressly disclaims any liability for any type of damage, whether direct, indirect or consequential, which Purchaser, Purchaser's family, or other occupants or visitors to the Property may suffer because of any existing or future environmental conditions.

14. **CASUALTY**. In the event all or a portion of the Property is damaged prior to Closing by fire or other casualty and (i) the plans, specifications or construction materials for the Property must be materially modified in order to repair or restore the Property, or (ii) repair or restoration of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized the laws of the State of Washington as a defense to a contract action for non-performance, Seller shall have the right to terminate this Agreement. If Seller so terminates this Agreement, the Earnest Money Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder except those which are expressly stated to survive termination. Purchaser shall bear all risk of loss with respect to the Property following Closing.

15. **AGENCY DISCLOSURE**. Unless indicating otherwise in the Agency Disclosure set forth above, Purchaser represents to Seller that Purchaser has not consulted, dealt with, engaged or negotiated with a real estate agent, broker, firm or salesperson other than Seller's sale personnel and any agent(s) identified as representing Seller in the Agency Disclosure set forth above (collectively, "**Seller's Broker**"). Purchaser shall indemnify, defend and hold harmless Indemnified Parties from and against any and all claims and liabilities arising out of the breach of the foregoing representation. In addition, Purchaser acknowledges that any Seller's Broker is a broker of Seller, is acting solely for Seller's interests and are not acting in any representative capacity for Purchaser (unless otherwise expressly noted in the Agency Disclosure set forth above).

16. **COMPUTATION OF TIME**. All references to "days" or periods of time shall mean calendar days unless the Agreement specifies business days. Unless specified otherwise herein, any periods of time referenced in this Agreement shall expire at 5:00 p.m. (Pacific Time) of the last calendar

day of the specified time period unless the last day is a Saturday, Sunday or legal holiday in the State of Washington, in which event the specified period of time shall expire at 5:00 p.m. (Pacific Time) on the next business day.

17. **NOTICES.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by United States certified mail (return receipt requested) or overnight courier, to the addressee's mailing address set forth above in the Summary of Terms, or sent by e-mail transmission to the e-mail addresses set forth above in the Summary of Terms. Either party hereto may, by proper notice to the other, designate any other address or e-mail address for the giving of notice. Any notice shall be effective when personally delivered or, if mailed as provided herein, on the earlier of actual receipt or refusal to accept receipt (by failure to accept delivery or otherwise), or, if sent by e-mail transmission, upon such transmission, provided that a copy of such notice shall also be sent by regular mail.

18. **NO ORAL AGREEMENTS; AMENDMENT OF AGREEMENT.** Purchaser and Seller agree that there are no representations, understandings, promises or other agreements of any kind that have been made to induce the execution of this Agreement, and that this Agreement constitutes the full understanding of the entire agreement between Purchaser and Seller. Purchaser further acknowledges that it has not relied on any oral or verbal agreement, statement, representation or other promises that has not been stated in writing in this Agreement. No broker, sales representative or any other person (including employees of Seller) has any authority to modify the terms hereof nor authority to make any representation, statement or other promise not contained in this Agreement. This Agreement supersedes any and all prior understandings and agreements with respect to the subject matter hereof. This Agreement may only be modified or amendment in writing executed by Seller and Purchaser.

19. **OFFER TO PURCHASE.** This Agreement, when executed by Purchaser and delivered to Seller, shall constitute an offer by Purchaser to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized representative of Seller has executed this Agreement.

20. **ASSIGNMENT.** Purchaser may not assign this Agreement, or Purchaser's rights hereunder, without Seller's prior written consent, which may be withheld in Seller's sole discretion.

21. **BINDING EFFECT.** Subject to Section 20 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns.

22. **COMPLIANCE WITH OFAC REGULATIONS.** Purchaser represents and warrants that Purchaser is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"), including OFAC's Specially-Designated-Nationals ("SDN") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Purchaser is a valid match for OFAC's SDN list, then Seller shall have the right to terminate this Agreement.

23. **PROFESSIONAL ADVICE AND ATTORNEYS' FEES.** Purchaser and Seller acknowledge that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel in connection with this Agreement and the transactions contemplated hereby. As such, this Agreement shall be construed as if it were prepared by both parties jointly, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions set forth in this Agreement. If any action is brought or an attorney is consulted by either party in connection with the enforcement of any of the provisions of

this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

24. **FURTHER ASSURANCES.** Purchaser and Seller agree to promptly take such further action and execute such further documentation as may reasonably be required to correct any mutual mistakes and/or scrivener's errors set forth in this Agreement, or to evidence, give effect to or consummate the transactions contemplated by this Agreement. The terms and provisions of this Section shall survive the Closing.

25. **NO RECORDING.** Purchaser agrees that Purchaser will not record this Agreement (or any memorandum thereof) in the public records of the County in which the Property is located. If Purchaser records this Agreement, Seller shall have the right, in addition to all other remedies for a Purchaser default under this Agreement, to recover from Purchaser all attorneys' fees incurred by Seller in removing the encumbrance from title.

26. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Washington.

27. **TIME IS OF ESSENCE.** Time is of the essence in connection with the transactions contemplated by this Agreement.

28. **SEVERABILITY.** In the event that any clause or provision of this Agreement shall be found to be void or unenforceable, such clause or provision shall be deemed deleted so that the other provisions of this Agreement are enforceable.

29. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed and delivered by DocuSign, telecopy, pdf or similar transmittal, each of which shall be deemed original and given as of the date and time of the transmission of this Agreement electronically to the other party.

30. **EXHIBITS.** All references in this Agreement to this Agreement shall be deemed to include references to all exhibits, addenda and riders attached to this Agreement, which are exhibits, addenda and riders are hereby incorporated by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the dates below their respective signatures.

SELLER:

ICHIJO USA CO., LTD.

By: James R Summers 02/06/22

Name: James R. Summers

Title: Vice President

Date: 02/06/22

PURCHASER:

By: Trishul Gowda Ashok 02/06/22

Name: Trishul Gowda Ashok

By: Neha Nagabhushana Patel 02/06/22

Name: Neha Nagabhushana Patel

Date: 02/06/22

EXHIBIT A

Legal Description of Property

[TO BE INSERTED]

Ten Trails, Homesite 200

Portion of the SW 1/4 of the SW 1/4 of section 15, Township 21 North, Range 6 East, V.M.,
in King County, Washington, City of Black Diamond, King County, Washington.

 NP 02/06/22

 TA 02/06/22

 JRS 02/06/22

EXHIBIT B

General Addendum

This General Addendum (this “**Addendum**”) is executed in connection with and, by this reference, incorporated into that certain Real Estate Purchase and Sale Agreement (the “**Agreement**”) dated as of the Effective Date, between Trishul Gowda Ashok Neha Nagabhushana Patel (“**Purchaser**”), and Seller (as defined in the Agreement) (“**Seller**”), with respect to the purchase and sale of the Property described therein. All initially capitalized terms used herein but not specifically defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other exhibits, addenda and riders attached to the Agreement, which are hereby incorporated by this reference. Purchaser and Seller hereby agree as follows:

HOA DUES:

1. Payable to Ten Trails Residential Owners Association (Ongoing Monthly HOA fees)

General Assessment - \$89.50

WAVE Internet - \$35

Individual Assessment (landscaping) - \$37

Total HOA is \$161.50 per month but is paid quarterly, with 1st quarter payment of \$484.50 due at closing

QTR 1 Jan 1 - Mar 31, QTR 2 Apr 1 - Jun 30, QTR 3 Jul 1 - Sept 30, QTR 4 Oct 1 - Dec 31

2. Payable to Ten Trails Residential Owners Association - \$379.50. HOA Assessment Deposit paid at closing (one time, non-refundable assessment that is not credited toward regular Quarterly assessments)

3. Payable to Suhrco Residential - HOA demand fee \$99.00 due at closing. (for account setup)

SEWER CAPACITY CHARGE:

\$68.34 per month, billed quarterly from King County. For more info [Google County Sewer Capacity Charge](#), frequently asked questions.

[Signature Page Follows]


[Signature Page Follows]

Conflicts; Counterparts. In the event of any inconsistency between the terms and provisions of this Addendum and the terms and provisions of the body of the Agreement, the terms and provisions of this General Addendum shall control. This Addendum may be executed and delivered by DocuSign, telecopy, pdf or similar transmittal, each of which shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Addendum as of the Effective Date.

SELLER:

ICHIJO USA CO., LTD.

By:  James R Summers 02/06/22
Name: James R. Summers
Title: Vice President

PURCHASER:

By:  Trishul Gowda Ashok 02/06/22
Name: Trishul Gowda Ashok


By:  Neha Nagabhushana Patel 2/06/22
Name: Neha Nagabhushana Patel

Conflicts; Counterparts. In the event of any inconsistency between the terms and provisions of this Addendum and the terms and provisions of the body of the Agreement, the terms and provisions of this General Addendum shall control. This Addendum may be executed and delivered by DocuSign, telecopy, pdf or similar transmittal, each of which shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Addendum as of the Effective Date.

SELLER:

ICHIJO USA CO., LTD.

By:  02/06/22
Name: James R. Summers
Title: Vice President

PURCHASER:

By:  06/22
Name: Trishul Gowda Ashok

By:  02/06/22
Name: Neha Nagabhushana Patel

EXHIBIT D

Community Addendum

This Community Addendum (this “**Addendum**”) is executed in connection with and, by this reference, incorporated into that certain Real Estate Purchase and Sale Agreement (the “**Agreement**”) dated as of the Effective Date, between Trishul Gowda Ashok Neha Nagabhushana Patel (“**Purchaser**”), and Seller (as defined in the Agreement) (“**Seller**”), with respect to the purchase and sale of the Property described therein. All initially capitalized terms used herein but not specifically defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other exhibits, addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

1. Community Generally. Purchaser acknowledges that the Property is located within the community known as Ten Trails (the “**Community**”). This Addendum set forth certain terms which are applicable to the purchase of homes within the Community, including the House. Seller may not be the exclusive builder in the Community. Seller, and any other builder in the Community, shall have the right, without notice to Purchaser, to make changes to, among other things, lot sizes, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), number and size of lots, street layout, amenity layout, usage, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community including, but not limited to, any decision as to whether to continue to build homes within the Community. Any current maps or other materials showing any final or projected community development may be modified or updated in the future.

2. Community Association. A community association (the “**Association**”) has or may be established for the benefit of all homeowners within the Community and Seller for the purpose of managing, operating and maintaining certain common areas and community facilities and/or services within the Community. Purchaser acknowledges and agrees that Purchaser will be a member of the Association and will be subject to the provisions of the Association’s governing documents which may include without limitation, a Declaration of Covenants, Conditions, Restrictions and Reservations, Articles of Incorporation and Bylaws, Design Guidelines, Rules and Regulations, Policy Resolutions and other documents (collectively, the “**Governing Documents**”). Among other things, the Governing Documents may set forth certain use, rental, pet and architectural restrictions, including, without limitation, restrictions on the construction and location of fences, signs, clotheslines, antennas, boats, trailers, campers, storage sheds and other structures. The affairs of the Association will be conducted by a board of directors which will initially be selected by Seller. Without limiting the generality of the foregoing, Purchaser acknowledges that the Governing Documents may require that Purchaser obtain certain approvals of the Association (or committees established thereunder) prior to performing new construction or modifying existing construction on the Property. Purchaser hereby acknowledges having read and accepts the Governing Documents, and Purchaser hereby agrees to be bound by and comply with the Governing Documents. Purchaser further agrees to pay, and acknowledges Purchaser’s

continuing liability to pay, when assessed by the Association, such amounts as are charged to the homeowners under the Governing Documents including, but not limited to, a share of the expenses of maintaining and operating the common areas and community facilities of the Community in accordance with the provisions of the Governing Documents. Purchaser understands that assessments under the Governing Documents may be increased in accordance with the Governing Documents, and that the failure to timely pay assessments owed under the Governing Documents could result in the Association recording a lien on the Property and foreclosing on such lien. Purchaser further understands that the Governing Documents may be amended or modified after the Effective Date in accordance with the terms of the Governing Documents.

3. Amounts Owed at Closing. In addition to the Purchase Price and any other costs incident to the Closing which Purchaser has agreed to pay under the Agreement, Purchaser also agrees to pay at Closing the following: (i) the sum of \$_____ *see general addendum_____ as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Association, such contribution to be in addition to and not in lieu of annual assessments levied by the Association as they thereafter regularly or specially accrue, and (ii) the prorated portion of the annual assessment payable to the Association under the Governing Documents for the year in which the Closing occurs (which annual Association dues are \$ 161.50/mo_____ as of the Effective Date but are subject to change prior to Closing).
4. Future Construction and Sales. PURCHASER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED PERIOD OF TIME FOLLOWING CLOSING AND THAT, IN CONNECTION WITH SUCH DEVELOPMENT, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. CONSTRUCTION, DEVELOPMENT AND SALES ACTIVITIES IN THE COMMUNITY WILL LIKELY OCCUR AFTER PURCHASER HAS TAKEN OCCUPANCY OF THE HOUSE, WHICH MAY RESULT IN SOME INCONVENIENCE TO PURCHASER AND PURCHASER'S FAMILY AND GUESTS DUE TO INCREASED NOISE, DUST, ROAD CLOSURES, OPERATION OF THE MODEL HOMES AND SALES OFFICES, AND OTHER ACTIVITIES. CONSTRUCTION ACTIVITIES CAN OCCUR AT VARIOUS HOURS THROUGHOUT THE DAY, AND SALES ACTIVITIES CAN RESULT IN ADDITIONAL TRAFFIC AND VISITORS THROUGHOUT THE COMMUNITY. NEITHER SELLER NOR ANY OTHER BUILDER THAT MAY BE ACTIVE IN THE COMMUNITY CAN GUARANTEE THAT PURCHASER WILL NOT BE AFFECTED OR IMPACTED AS A RESULT OF THE OVERALL CONSTRUCTION AND DEVELOPMENT OF THE COMMUNITY, AND SELLER GIVES NO GUARANTEES OR ASSURANCES REGARDING THE SAME.
5. Security. Neither the Association nor the Seller are responsible for providing security services for the Community. All persons using or occupying any portion of the Community are responsible for their own security and the security of their own property. Neither the Association nor the Seller shall be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. Seller does not make any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system and/or security systems, recommended or installed or any security measures undertaken within the Community.
6. Utilities. If Purchaser has any questions about utility fees, utility equipment, safety or any other matters relating to utilities, Purchaser advises Seller to contact the utility companies directly.

Seller does not make any representations, warranties or guaranties regarding the quality or service level of water or other utilities provided to the Community by local municipalities or third party utility providers.

- 7. Counterparts. This Addendum may be executed and delivered by DocuSign, telecopy, pdf or similar transmittal, each of which shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Addendum as of the Effective Date.

SELLER:

ICHIJO USA CO., LTD.

By: James R Summers 02/06/22
 Name: James R. Summers
 Title: Vice President

PURCHASER:

By: Trishul Gowda Ashok 02/06/22
 Name: Trishul Gowda Ashok
 By: Neha Nagabhushana Patel 02/06/22
 Name: Neha Nagabhushana Patel

EXHIBIT E

Standard Specifications

[See Attached]

UTILITIES

WATER	1" Poly Underground Water Service, Individual 3/4" Meters (for Sprinkler System installed lots), 5/8" meters for standard lots
ELECTRICAL	Line Voltage Consumption: 200 amp Underground Electrical Service to Net Meter Communications: Wave and Click Underground Service Terminated Outside of Building
SEWER	Underground connection directly tied to Sanitary Sewer System
STORM	Perforated Footing Drains tightlined directly to Storm Water Management System Roofs Drains connected to and tightlined to Storm Water Management System

STRUCTURAL (ENVELOPE)

FOUNDATION	Steel Reinforced Concrete Footings and Walls per approved Structural Plans
WALL	HRD Prefabricated Panel System Exterior: 2x6 Framing @18" o.c., 1/2" OSB, Tyvek House Wrap, Rain Screened, windows & doors sealed with 6" Fortiflash window & penetration tape, Exterior Siding Interior: 2x4 Framing @18" o.c. HRD Prefabricated Panel System
FLOOR/CEILING	Main Floor: Dimensional lumber, 3/4" T&G Structural Floor Sheathing 2nd Floor: 18" Engineered Floor Truss System, 3/4" T&G Structural Floor Sheathing
ROOF	Engineered Roof Truss designed/fabricated
INSULATION	Wall: 2" CC spray form & R-15 Fiberglass Batt Insulation Hybrid = R-28 Attic Ceilings: R-49 Fiberglass blown-in Insulation Crawl Space: R-38 Fiberglass Batt Insulation No Garage Insulation R-11 pipe/HVAC for non-insulated areas

EXTERIOR

(see Finish Schedule for specific Lot # finish details)

SIDING	Lap: Factory primed Fiber Cement plank Hardie Wood Grain Lap Siding. All lap-to-lap siding outside corners trimmed with Metal Bevel Corners. Panel: Hardie Fiber Cement z10 smooth panel siding. Panel: HRD Fiber Cement Wave Siding. Trimmed with Reveal Trim. All nails spackled with exterior wood putty. Panel to panel outside corner detail lap-joined flush over 3" x 3" 90 degree corner metal and caulk sealed. All lower areas of panel sections and entry way, entire front of house spackled and sanded smooth. Pre-primed Flat Metal & Z-Flashing at Hardie Panel joints All windows, doors, bands, sills and terminations are flashed with black Z metal Exterior entry ceilings and cantilevers soffitted with Hardie Panel Smooth, factory primed. Spackled and sanded smooth.
EXTERIOR PAINT	Exterior Paint: Sherwin Williams colors, Primer Seal Coat applied prior to finish paint in applicable areas
ROOF	IKO Cambridge composite shingles. Colors = Charcoal Grey , w/ ice and watershed underlayment where applicable in accordance to building code. Where applicable kick out flashing to be installed as per of Ichijo standards.
WINDOW	Wu Kong Windows LTD., PVC Window Sash, Double Pane Low-E glass with Argon gas. Screens supplied for Horizontal Slider Windows and Patio Sliders only. 3/0x8/0-1 3/4" Smooth-Star Pulse Linea 1RXE paintable fiberglass full-tile doors with Satin-Etched insulated glasses, prehung w/primed jambs, latch bore and deadbolt bore, white weatherstrip and bronzee adjustable sills, 2 pair Satin Nickel hinges, Doors to be cardboard wrapped and plastic bagged for protection until ready for finish. Exterior trim to be applied by Ichijo
EXTERIOR ENTRY DOOR	
GARAGE TO HOUSE DOORS	3/0x6/8-1 3/4" Flush paint ready solid core 20 minute prehung door, primed jamb, single bore, US26D bright chrome Bommer hinges 18" x 24" Hatch
CRAWL SPACE ACCESS DOORS	(For applicable lots): Solid Core Flush Painted doors sized/cut to specifications, prehung with white weatherstripping, bronze sills, single bore, Satin Nickel Hinges
PATIO DOORS	Wu Kong Windows LTD., PVC Window Sash, Double Pane Low-E glass with Argon gas, screen door, tempered glass in accordance with building codes
GARAGE DOOR	16'x7' 4 section Ranch Panel w/ OBS glass section, non-insulated steel doors 1/3hp BELTdrive operators with 2-remotes and wireless keypad entry
GUTTER and DOWNSPOUT	Gutter: 5" K-Line Black


02/06/22


02/06/22

UTILITIES

	Downspout: 2x3 Rectangular Black
FLASHING	All windows, doors, bands, sills and terminations are flashed with black Z metal
AWNING	Where Applicable: Ichijo Anodized Aluminum Awnings, Anodized finish.
EXTERIOR RAILINGS (if applicable)	Powder coated black steel Vertical picket railing where the walkable area is more than 30" above grade below
EXTERIOR CONCRETE	4" Exterior Flatwork, Exposed Aggregate Finish, Trowelled Expansion Joints
LANDSCAPING	Landscaping per design specifications
FENCING	Fencing per approved plan by Oakpointe.

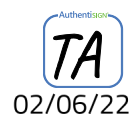
MECHANICAL

WATER HEATING	Bradford White 65 Gallon - Energy Saver Electric Residential AeroTherm Water Heater
HVAC	TRANE GAM5 Electric Air Handler/ XR15 (XR16) Heat Pump System P-Trap and Condensate, together with Trap Primer Nest - Generation III Thermostat Main Floor: Ceiling vents, 2nd Floor: Floor Vents
VENTILATION	Bathroom, Laundry: Panasonic Ceiling Ventilation Fan Panasonic whole House Ventilation Fan with 24 hour timer
RANGE HOOD	Elica-EVL430S2-30" CHIMNEY WALL MOUNT HOOD

INTERIOR FINISHES

(see Finish Schedule for specific Lot # finish details)

CEILINGS	1ST FLOOR: 9 Foot Ceilings (2,734mm) 2ND FLOOR: 8 Foot Ceilings (2,429mm) (note: 2nd Floor Ceilings all flat/non-vaulted) 2ND FLOOR Common Areas & Master Bedrooms (Individual designs varied per Lot). Flat & Vaulted Ceilings.
WALL and CEILING FINISH	1/2" Drywall , Orange Peel Texture Finish, PVA primer/vapor barrier and low VOC. Paint color, walls: Sherwin Williams #7634 Pediment / Orange Peel Texture Finish Paint color, Trim: Sherwin Williams #7005 Pure white / Satin Texture Finish Paint color, wet areas: Sherwin Williams #7634 Pediment / Eggshell Texture Finish Garage ceiling: 5/8" , Fire Tape Finish Garage wall : 1/2 " dry wall, Fire Tape Finish Windows: 4-way 90 degrees drywall wraps. 1st floor windows only at sill height 48" or less receive MDF sill & apron
SHOWER WALL TILE	Master Bath Shower Walls: "Gridscale Ice" OR Tile "Loft Gris" ceramic tile 12"x24", installed horizontally Straight-set pattern. Grout: Mapei Ultra Performane "01 Alabaster" OR "107 Iron", at 7' 0" height (tile and grout lot/color scheme specific). Accent Tile "DYMO Stripe" vertical Straight-set one line.
TUB SURROUND TILE	Master Bathroom Drop-in Tub: "Gridscale Ice" OR Tile "Loft Gris" ceramic tile 12"x24", installed horizontally Straight-set pattern. Grout: Mapei Ultra Performane "01 Alabaster" OR "107 Iron", one layer installed on back, front, and rear of tub, all decks and face of tub. Accent Tile "DYMO Stripe" per detail.
FLOOR (Installed After Oct 2021)	Laminate Flooring: Surface Art Rigid Stone Core Vinyl"Crosscut ash" OR "Rustic Lodge" 7-1/16" x 48" x 4mm Plank Flooring (colors per Finish Schedule, per plan). Vapor Barrier required over 1st floor. Installed applicable area per plan
FLOOR (Installed Before Sept 2021)	Laminate Flooring: KINGS FORD-"Brownstone Chestnut" OR "Millstone Chestnut" 5-1/2" x 48" x 8mm Plank Flooring (colors per Finish Schedule, per plan). Vapor Barrier required over 1st floor. Installed applicable area per plan Carpet: Shaw QS530 w/ 6lbs rebond pad, installed applicable area per plan Ceramic Tile: Master Bath Floor: "Gridscale Ice" OR Tile "Loft Gris" 12"x24" Straight-set pattern, Grout: Mapei Ultra Performance "01 Alabaster" OR "107 Iron" Sheet Vinyl: Pacific Mat Aspire Relevant "Brown Bay" ARG28112, installed applicable area per plan 1/2" Particle board under Sheet Vinyl and Tiled floors
INTERIOR DOOR	Ichijo HRD Finished Interior Doors & Door Frames (colored per finish schedule on-site) HRD Magnetic Door Stop (overhead door stops in applicable locations)
MILLWORK	Base: 1/2x3" MDF, Paint Finish Casing: 1x4" MDF, Paint Finish Wall Caps & Half Wall Caps: 1x4-13/16" MDF with 1x4" Apron, Paint Finish 1st Floor Window Sills (height 16"-48"): MDF sill & apron, Paint Finish
STAIRWAY	Grabrail: 1"x2" Prefinished Wood Grabrail with Satin Nickel rail brackets



UTILITIES

Ichijo Black powder-coated horizontal steel rail with prefinished wood rail cap
1x12 primed MDF Skirt Boards painted finish

CABINETS

Kitchen: Ichijo HRD I-Quality Piano Finish Cabinetry: (face colors per finish schedule)
Built In Recycle Center
Blum Hardware, Full extension soft close drawer guides
(not all cabinet doors/drawers can accommodate soft close)
Pull-out drawer organization systems

Spice Rack and Cooking Utensil organizers
Knife safe storage organizing system
Upper cabinet earthquake safety latches
Pull-Down Storage Rack
Cutler Dividers

Bathrooms: Ichijo HRD white vanity cabinets

COUNTERTOPS

Kitchen: MSI Q Quartz 3cm thick "Snow White" (colors per finish schedule) with eased edges. Prepared with sink cut-out, single hole kitchen faucet & dishwasher air gap (if applicable).

Bathrooms: Ichijo HRD Composite Countertops with white porcelain undermount sink installed, supplied w/ 4" tall back & side splashes

KITCHEN BACKSPLASH

MSI 4"x16" White Subway tile, up to upper cabinet/range, straight set pattern

BUTCHER BLOCK

(Plan specific) Ichijo Prefinished Butcher Block Countertops for select plans

CLOSET SYSTEMS

White wire shelving: Master Bedroom Walk-in, Second Bedrooms, Pantry, Under Stair Closet.

PLUMBING FITTINGS & FIXTURES**KITCHEN**

Sink: Stainless Steel Undermount 16 gauge Rectangle Single Bowl Sink, model LB-1300

Faucet: Pfister LG529-SAC Pull-down faucet, single-hole, single lever polished chrome

MAIN BATHROOM

Sink(s): HRD undermount white porcelain sink

Faucet: Pfister LG142- Lav faucet, single-handle polished chrome

Toilet: TOTO Drake Elongated Bowl, Comfort Height, with no slam seat white

Tub/Shower valves: Pfister Modern R89-0700 mixing valve, with J15060 shower head, & water spout polished chrome

Tub/Shower: MAAX TSEA Plus #105674 tub/shower combo unit white

MASTER BATHROOM

Sink(s): HRD undermount white porcelain sink

Faucet: Pfister LG142-0600 Lav faucet, single-handle polished chrome

Toilet: TOTO Drake Elongated Bowl, Comfort Height, with no slam seat white

Shower valve: Pfister Modern R89-0600 valve, with J15060 shower head polished chrome

Shower base: MAAX 105533-5" threshold white

Drop-in Tub: MAAX Exhibit 6032

Tub Faucet: Pfister Weller RT6-5WRC polished chrome

POWDER BATHROOM

Sink(s): HRD undermount white porcelain sink

Faucet: Pfister LG142-0600 faucet, single-handle polished chrome

Toilet: TOTO Drake Elongated Bowl, Comfort Height, with no slam seat white

EXTERIOR

(2) Frost Free Hose Bib, (1) Gas piping stubbed in crawl space

LAUNDRY ROOM

Auto washer box

Plumbed for washing machine drain pan/drain (plumbing only)

APPLIANCE**RANGE**

Stainless Steel, GE 30" Slide-in ELECTRIC JS645SLSS

DISHWASHER

Stainless Steel, GE 24" GTD665SSNSS

MICRO WAVE

Stainless Steel, GE model PEB7227ANDD with/ 30" trim kit jx7230SLSS

RANGE HOOD

Stainless Steel, Elica-EVL430S2-30" CHIMNEY WALL MOUNT HOOD

DISPOSAL

GE 1/3 HP Disposal



UTILITIES**ELECTRICAL**

LINE VOLTAGE	200 AMP, Main House Breaker. Breakers, Circuits, and All Convenience Receptacles installed on a per code basis.
USB RECEPTACLES	Located in Kitchen and Master Bedroom
GFI RECEPTACLES	Installed in all locations required by code
LOW VOLTAGE	Smoke Detectors: Installed Per Code Carbon Monoxide Detector: Installed Per Code Cable: WAVE: Pre-wired, terminated on exterior of building. Conduit provided
DATA	(CAT6) Living Room, Den, Master Bedroom
TELEPHONE	(CAT6) Kitchen, Master Bedroom
CABLE/TV	(RG6) Living Room, Den, Family Room/Loft, Master Bedroom
ENTRY VIDEO DOOR BELL	Nest "Hello" with wire
Solar Ready	EMT 3/4"

LIGHTING

EXTERIOR LIGHTS	Wall Sconce Sunset F6901-44 Bronze at side of garage (per individual lot lighting plan details) Can Lights: Soffits Over Entry, Covered Patio, and garage per plan. 6" Can Light with Flush Mount LED Trim, approved for Wet Locations
CAN LIGHTS	6" Flat Ceiling: To include Energy Efficient LED Conversion Kits installed
KITCHEN CABINETRY	Under cabinet Lighting : LITHONIA WF3 3" LED
MASTER BEDROOM	Recessed Can Light: [Satco]
BEDROOMS/LAUNDRY	Surface Kichler 44244 3,000K, 7"/9"/13" round shape
GARAGE	Base :LEV 8829CW1; Bulb: SAT S29816
MASTER BEDROOM CLOSET	Surface Kichler 44244 3,000K, 7"/9"/13" round shape
MASTER BATHROOM	[MAXIM] "52002PC" Wall Sconce
MAIN BATHROOM	[MAXIM] "52002PC" Wall Sconce

HARDWARE

CABINET PULLS	HRD Pulls 120mm Polished Chrome/brushed accent
DOOR HARDWARE	Entry Door: Kwikset Halifax Keyed Entry Lever Satin Nickel "815SCEXHFL26" (keyed alike, with Kwikset Standard Contemporary Deadbolt "158SQT26SMT" Satin Nickel (keyed alike), Nest Hello Smart Video Doorbell Garage To House Door: Kwikset Halifax Keyed Entry Lever "156HFL" Satin Nickel (keyed alike) Interior: HRD Series 10 Degree Short Stroke Hardware US26 Bright Chrome Exterior Door Hinges
HOUSE NUMBERS	Altra Homewares Avalon Brushed Nickel
BATH HARDWARE	Toilet Paper Holder: BHP 9407CH Polished Chrome Towel Bar: BHP 9432CH 32" Polished Chrome Towel Ring: BHP 9404CH Polished Chrome
MIRRORS	Main Bath: 5mm Clear Glass Mirror 66"x42" rectangular Master Bath: 5mm Clear Glass Mirror 66"x42" rectangular Powder Bath: 5mm Clear Glass Mirror 26"x42" rectangular
SHOWER ENCLOSURE	Master Bathroom Shower: Semi-Frameless Glass Walls with Frameless Glass Door 72" tall Other Shower: no enclose Towel Bar: Polished Chrome on Glass Wall (if applicable)

LIGHTING

EXTERIOR LIGHTS	Wall Sconce Sunset F6901-44 Bronze at side of garage (per individual lot lighting plan details) Can Lights: Soffits Over Entry and Covered Patio 6" Can Light with Flush Mount LED Trim, approved for Wet Locations
CAN LIGHTS	6" Flat Ceiling: To include Energy Efficient LED Conversion Kits installed
LED CONVERSION KITS	SATCO/NUVO S9312 screw-in style
KITCHEN CABINETRY	Under cabinet Lighting: Built In Cabinet LED Strip Lighting Recessed Can Light: [Satco]
MASTER BEDROOM	6" Flat Ceiling: To include Energy Efficient LED Conversion Kits installed "S9312"


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UTILITIES

BEDROOMS/LAUNDRY	Surface Flash Mount Light: [Kichler] "44246"
GARAGE	Lev 8829CW1
MASTER BEDROOM CLOSET	Surface Flash Mount Light: [Kichler] "44248"
MASTER BATHROOM	[MAXIM] "52002PC" Wall Sconce
MAIN BATHROOM	[MAXIM] "52002PC" Wall Sconce

HARDWARE

CABINET PULLS	HRD Pulls 120mm Polished Chrome/brushed accent
DOOR HARDWARE	Entry Door: Kwikset Halifax Keyed Entry Lever Satin Nickel "815SCEXHFL26" (keyed alike, with Kwikset Standard Contemporary Deadbolt "158SQT26SMT" Satin Nickel (keyed alike), Nest Hello Smart Video Doorbell Garage To House Door: Kwikset Halifax Keyed Entry Lever "156HFL" Satin Nickel (keyed alike) Interior: HRD Series 10 Degree Short Stroke Hardware US26 Bright Chrome Exterior Door Hinges
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BATH HARDWARE	Toilet Paper Holder: BHP 9407CH Polished Chrome Towel Bar: BHP 9432CH 32" Polished Chrome Towel Ring: BHP 9404CH Polished Chrome
MIRRORS	Main Bath: 5mm Clear Glass Mirror 66"x42" rectangular Master Bath: 5mm Clear Glass Mirror 66"x42" rectangular Powder Bath: 5mm Clear Glass Mirror 26"x42" rectangular
SHOWER ENCLOSURE	Master Bathroom Shower: Semi-Frameless Glass Walls with Frameless Swing with pivot hinges Glass Door 72" tall Other Shower: no enclose Towel Bar: Polished Chrome on Glass Wall on Type-Bs

CLEANING

GARBAGE REMOVAL	3 Cleans: a) New Construction Clean, b) Re-Clean, c) Move In Clean
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Neha Nagabhushana Patel

EXHIBIT F

Seller Warranty Documentation

[See Attached]


Appendix A

■ 1 Year Materials & Workmanship Warranty

This warranty covers material defects and general workmanship for interior and exterior finishes. Warranty standard and coverage are as follows;

- 1. Finishes (Drywall, Paint, Carpet, etc.)
The Warranty provides protection against defects in finishes in the home, including drywall, lath and plaster walls and ceilings, hard-surface flooring, bathtubs, showers and countertops, resilient and finished-wood flooring, trims, interior and exterior painting and carpeting.
- 2. Nail pops and drywall cracks
The Warranty provides repair for nail pops and drywall cracks caused by acclimation to the temperature and humidity of the seasons.
- 3. Roof
The Warranty covers roof leaks that are caused by rain, normal wear or natural deterioration on a well-maintained roof. The leak caused by buildup of snow, ice, leaves, bird droppings or other build up that prevents rainwater drainage shall not be considered a defect and such water penetration shall not be covered.
- 4. Doors & Windows
For proper fit and smooth operation, interior, exterior and garage doors, doorknobs, deadbolts and locksets, wood, plastic and metal windows, glass and glazing; and storm doors, windows and screens are covered.
- 5. Concrete
For protection against defects in concrete surfaces, warranty coverage includes concrete basement and attached garage floors, slab-on-grade floors with finish flooring, stoops and steps, and interior concrete work. Small cracks not affecting structural stability are not unusual on the surface of the concrete. Cracks greater than 1/4 inch will be repaired by concrete caulk.
- 6. Cabinets & Vanities
To keep kitchens and bathrooms functional, warranty coverage includes defects in kitchen and vanity cabinet doors and drawers, as well as high-pressure laminated kitchen and vanity countertops.

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7. Electrical Components

The Warranty provides coverage against defects in receptacles, fixtures, fuses, ground-fault circuit interrupters (GFCI) and circuit breakers. This excludes light bulbs and batteries.

8. Masonry

The Warranty coverage includes workmanship on masonry, brick and stone veneer, concrete block basement walls, stucco and cement plaster walls. Due to lime content and porous property, discoloration, efflorescence, chemical reaction or water absorption shall not be covered.

9. Thermal & Moisture Protection

The Warranty coverage provides protection against defects in waterproofing, moisture control and ventilation in basements, attics and roofs; insulation around living areas; exterior wall caulking, and siding, gutters and downspouts.

10. Mechanical

The Warranty coverage is provided for plumbing and water supply fixtures such as faucets, valves and water pipes, as well as operation of the heating and cooling system.

11. Site Work

The warranty includes protection against defects in the grading established by the builder in backfilled areas of the foundation so surface water drains away from the home. There should be no standing water in the yard 48 hours after no rainfall.

■ 2 year System Warranty

This warranty protects a home from defects in the electrical, plumbing and mechanical distribution systems for a full two years.

1. Mechanical (Waste Piping)

For smooth-flowing pipes, the systems warranty covers repairs to sanitary sewers, fixtures, and waste and drain lines to prevent clogs or poor drainage.

2. Electrical System

The systems warranty covers wiring and electrical conductors, ensuring that the home's wiring carries its designed load

3. Mechanical (Duct Work)

To provide a temperature-controlled environment all year long, systems warranty

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coverage includes repairs to the home's heating and cooling ductwork if it separates or detaches.



4. Mechanical (Plumbing)

To keep water flowing in and out of the home, systems warranty coverage includes waste, vent and water pipe leaks and bursts; heating and air conditioning refrigerant line leaks; and water supply and septic tank system operation.

■ 10 year Structural Warranty

Structural defects are defined as physical damage to a home's designated load-bearing elements described below caused by failure that affects their load-bearing function to the extent that the home becomes unsafe, unsanitary or otherwise unlivable.

- 1. Roof Framing Systems
- 2. Floor Framing
- 3. Load-Bearing Walls & Partitions
- 4. Beams, Girders
- 5. Columns
- 6. Footing & Foundation Systems.
- 7. Window structural and glazing units

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Ichijo Limited Warranty


- 1 Coverage period
 ICHIJO to provide Limited Warranty for 1 year, 2 year and 10 year respectively depending on the building components and elements. (attached hereto as Appendix A)
 This Limited Warranty commences on the date of closing, or the date of Homeowner’s occupancy whichever occurs first. This Limited Warranty is in effect only if ICHIJO is in receipt of entire contracted/purchase price.


- 2 Request for warranty services
 Warranty inquiries have to be in writing to be considered by ICHIJO. No Limited Warranty work will be performed nor guaranteed until request has been received in writing, unless designated an emergency.

- 3 Remedy
 ICHIJO will, within a reasonable time, examine an alleged defect to determine if it is covered by this Limited Warranty. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind, at ICHIJO’s expense. Homeowner agrees to bear the cost for the water, gas and electricity necessary for the Warranty work for using tools and/or equipment, washing, drying, cleaning and such. Any repair or replacement shall not extend the Warranty term. The total liability of Warranty is limited and shall not exceed the purchase price of the home in the Purchase and Sale Agreement.

- 4 Right of access
 Homeowner to provide ICHIJO access to property to perform its work under this Warranty. Failure to provide such access may relieve ICHIJO of its obligations.

- 5 Exclusions
 - 1) Modifications made to the home after closing are excluded from the Ichijo Limited Warranty. Such modifications and/or alterations may include but are not limited to altering plumbing, electrical, mechanical, gas, structural, cabinetry, shelving, floor coverings, etc.
 - 2) Damages or losses resulting from accidents; civil commotion; acts of God or Nature – including, but not limited to wind storms, wind driven water, floods, sink holes, hail, lightning, fallen trees, earthquakes, explosions, fire, smoke, water escape, or changes in underground water table.
 - 3) Defects or damages caused by animal droppings, rubbing, eating or infestation.
 - 4) Any condition which does not result in actual physical damage to the Home including, but not limited to traffic, railway or other noise or vibration, un-inhabitability or health risk due

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to presence or consequence of unacceptable levels of radon gas, formaldehyde, mold, carcinogenic substances, or other pollutants and contaminants, or the presence of hazardous or toxic materials.

- 5) Any soil erosion/sedimentation or storm water control management systems that are approved by a governing jurisdiction.
- 6) Expenses a Homeowner may incur as a consequence of defects or warranty repair include but not limited to the cost of having to move out while repairs are being made, household appliances, or personal properties.
- 7) Consequential, indirect, punitive damages which may arise from defects or warranty repair including but not limited to bodily injury, loss of use, loss of data, loss of income or profit, and/or claims of third parties.
- 8) Any defects, damage, or loss which is caused by negligence including but not limited to unattended water leak or visible mold growth, insufficient maintenance, improper use of Homeowner or anyone other than ICHIJO or its employees, agents, or subcontractors.

6 Regarding warranty for any appliance or equipment provided by ICHIJO, including but not limited to water heaters, pumps, stoves, ranges, ovens, garbage disposals, dishwashers, furnaces, air conditioning units, heat pumps, photovoltaic systems and other similar items, Homeowner shall refer to the manufacturer’s warranties which require registration by Homeowner to uphold manufacturer’s specific warranty.

7 Discoloring
Repairing, repainting or replacement of interior or exterior surface, including driveways and sidewalks, shall be limited to the defective area.

8 Transfer of Ichijo Warranty
One (1) year Materials & Workmanship Warranty will automatically terminate if the property is leased, vacated or sold by original Homeowner.
Only two (2) year System Warranty and ten (10) year Structural Warranty will stay with the home and automatically transfer to the new owner upon change of ownership.


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EXHIBIT G

Form 17 Disclosure Statement (Environmental)

	YES	NO	DON'T KNOW
ENVIRONMENTAL			
A. *Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. *Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. *Is there any material damage to the property' from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. *Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. *Has the-property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G. * Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H. *Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I. *Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. *Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
K. *Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SELLER'S EXPLANATIONS REGARDING ASTERISKED ITEMS

If the answer is "Yes" to any asterisked (*) items above, please explain below (use additional sheets if necessary). Please refer to the line letters/numbers of the question(s).

EXHIBIT H

Mold Addendum

This Mold Addendum (this “**Addendum**”) is executed in connection with and, by this reference, incorporated into that certain Real Estate Purchase and Sale Agreement (the “**Agreement**”) dated as of the Effective Date, between Trishul Gowda Ashok Neha Nagabhushana Patel (“**Purchaser**”), and Seller (as defined in the Agreement) (“**Seller**”), with respect to the purchase and sale of the Property described therein. All initially capitalized terms used herein but not specifically defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other exhibits, addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

1. Information for Homeowners. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. In addition, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can effectively be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth. Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.
2. Consequences of Mold. Not all molds are necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. As of the date of this Agreement, The Center for Disease Control has not identified a link between the presence of toxic mold and serious health conditions.
3. What the Homeowner Needs to Do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects caused by mold. These steps include the following:
 - (a) Conduct periodic inspections to insure that the whole house ventilation system is set and operating according to current building code and industry standards.
 - (b) Keep the humidity in the home low. Ventilate kitchen, bathrooms and laundry room using exhaust fans provided. Run fans for 20 minutes after use of an item; such as a shower or cooking a meal. NOTE: Operating humidifiers in the home will necessitate the increase of the whole ventilation system operation.

- (c) Conduct regular attic and crawlspace inspections to verify that vents are undisturbed and free.
 - (d) Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.
 - (e) Inspect for leaks on a regular basis, look for discolorations or wet spots. Repair any leaks promptly. Take notice of musty odors and any visible signs of mold.
 - (f) Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials such as fabric, upholstery or carpet should be discarded. For assistance, or if the mold growth is severe, call on the services of a qualified professional cleaner.
 - (g) Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions or most tile cleaners are effective in eliminating or preventing mold growth. Promptly clean up spills, condensation and other sources of moisture.
4. Disclaimer and Waiver. In order to prevent mold growth in the House, Purchaser must properly manage and maintain the House. The responsibility of Seller, as a homebuilder, is limited to things that can be controlled during construction. Seller cannot eliminate the possibility that mold and other fungi may grow in the House after construction is completed. Purchaser hereby agrees that Purchaser will take such home maintenance and other actions as Purchaser deems necessary to prevent the growth of harmful mold and other fungi and will periodically inspect the House for the presence of such mold and other fungi and take such actions as are necessary to clean any such mold and other fungi from the House. Purchaser hereby agrees that Seller shall not be liable for any damages caused by mold or any other fungus or agent whether or not the same are associated with any alleged defects in construction, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other damages. Implied warranties, including the implied warranty of workmanlike construction, the implied warranty of habitability, and the implied warranty of fitness for a particular use, do not apply to the prevention of mold or other fungal growth. Purchaser hereby waives all claims and causes of action against the Seller in connection with mold or other fungal growth, and any damages related thereto.
5. Counterparts. This Addendum may be executed and delivered by DocuSign, telecopy, pdf or similar transmittal, each of which shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Addendum as of the Effective Date.

SELLER:

ICHIJO USA CO., LTD.

By: James R Summers 02/06/22
 Name: James R. Summers
 Title: Vice President

PURCHASER:

By: Trishul Gowda Ashok 02/06/22
 Name: Trishul Gowda Ashok
 By: Neha Nagabhushana Patel 02/06/22
 Name: Neha Nagabhushana Patel

EARNEST MONEY PROMISSORY NOTE

\$ \$17,000.00 Black Diamond, Washington 1

FOR VALUE RECEIVED, Trishul Gowda Ashok 2
Buyer

Neha Nagabhushana Patel ("Buyer") 3
Buyer

agree(s) to pay to the order of Chicago Title & Escrow (Selling Firm or Closing Agent) 4

the sum of seventeen thousand dollars Dollars 5

(\$ seventeen thousand dollars), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

* no later than March 23rd 2022 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9


Sale Agreement between the Buyer and Ichijo USA Co., Ltd. 10
Seller

Ichijo USA Co., Ltd. ("Seller") 11
Seller

dated 02/06/22. Buyer's failure to pay the Earnest Money 12
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15
court and collection costs. 16

Date: 02/06/22 17

BUYER  02/06/2022 18

BUYER  02/06/22 19

* "On closing" or similar language is not recommended. Use a definite date.