

Exhibit "A"  
Haley's Park LLC  
BUILDER'S ADDENDUM

Pages 1-5

This is an addendum to that certain Purchase and Sale Agreement dated: \_\_\_\_\_, 2011, by and between \_\_\_\_\_, Therein referred to as "Buyer", and Haley's Park LLC,, a Washington Corporation, therein referred to as "Seller"

This addendum shall supersede any and all other terms and conditions of this Purchase and Sale Agreement inconsistent with the terms of this addendum.

The obligations of Seller in this transaction are contingent upon Seller's ability to close and acquire the deed to said property and to obtain all necessary permits to construct said home.

1. **CLOSING AGENT:** The closing agent for this transaction will be **Chicago Escrow-Everett** Buyer understands that the Seller may receive a reduced rate for escrow and other services. Earnest money shall be deposited no later than 5 days after mutual acceptance and held by the escrow company
2. **TITLE INSURANCE:** Title insurance to be provided through **Chicago Title** or such other title insurance company selected by Seller.
3. **FINANCING CONTINGENCY:** Notwithstanding any term of condition contained in the purchase and sale agreement, or any addendum thereto, in the event Buyer has not within **30 days**, given Seller written notice that the financing contingency is not waived, the financing contingency shall be deemed to have been satisfied by Buyer. Once Buyer's financing contingencies, are deemed satisfied, all Earnest Money shall become non-refundable absent Seller's default or inability to deliver clear title to the Property.
4. **NOTICE TO LENDER:** Seller shall not be responsible for Buyer's commitments nor any losses resulting from the expiration of loan commitments, special rates or points, which might be subject to expiration. Seller shall not be responsible for Buyer's housing or storage requirements if completion is delayed for any reason. Seller's sole remedy in the event of default shall be the return of earnest money, which shall be subject to all terms within this agreement. Seller shall not incur any other liability for any reason. Seller shall pay no document preparation fees, underwriting fees, re-inspection fees, funding fees, tax service fees, processing fees, without the Seller's written approval of the same at the time of Buyer's loan application.

5. **LOT SIZE/HOME SQUARE FOOTAGE:** Home and lot square footage may differ from square footage shown on plans, specifications and advertising brochures; all of the foregoing is acknowledged to be good faith estimates only. Seller and Seller's agents make no representation at the exact accuracy of lot size or the exact square footage of the home. The buyer is advised to verify, to Buyer's satisfaction, the correct lot size and square footage of the home prior to closing.
  
6. **HOME ELEVATION/SIZE:** Each home will be completed in a professional workmanlike manner according to standard building practices and local code. Each home will be built with quality materials chosen by Seller and meeting all local codes. Seller reserves the right to modify elements such as elevation and materials depending on material availability and individual site requirements without written notice and this shall not constitute a breach of this agreement. This house shall be considered to be constructed similar to others in the plat although some other homes may have upgrades or included options, etc. The Builder shall not be liable for any errors or omissions on spec sheets. **Materials may vary from home to home.**
  
7. **DISCLOSURE STATEMENT:** Buyer acknowledges receipt of the "Environmental" section of a Seller disclosure statement ("Form 17") provided in compliance with Chapter 64.06 RCW, but waives the right to receive the balance thereof and waives the right to receive an amended Form 17 in the event Seller becomes aware of additional matters during the course of Buyer's inspection and review. Buyer further waives the right to rescind or terminate the Agreement based on the disclosures set forth in the partially completed Form 17. It is the buyer's responsibility to inform themselves and understand what this Form 17 entails.

**Initials: Buyer:** \_\_\_\_\_ **Buyer:** \_\_\_\_\_ **Seller** \_\_\_\_\_

8. **NEARBY PROPERTIES:** Buyer has made Buyer's own investigation and evaluation of land adjacent to or surrounding the Property, which is not owned to by Seller. Seller has assumed no responsibility for investigating or advising Buyer of anything regarding any such property, and Seller shall not be liable to Buyer for any use or condition of adjacent or nearby land whether residential, commercial, industrial, institutional, multi-family, non-residential or other purposes. This includes but is not limited to any native growth protection areas, set aside land within the plat, and/or land owned and controlled by any homeowner's association.
  
9. **ACCESS TO PROPERTY PRIOR TO CLOSING:** Buyer acknowledges that, to avoid interference with work, and pursuant to any applicable terms and conditions of Seller's liability insurance policy, Buyer may enter the property during working hours only with permission of Seller. When viewing the property after working hours Buyer agrees to do so only with their selling agent present. Buyer or Buyer's agent are expressly denied permission to work on the home (or other improvements) during

construction or prior to closing, for any reason. It is difficult to keep children safe on the job site and therefore children should not be taken to the job site.

If the Buyer or Buyer's dependents, guest, agents, companions or invitees sustain any personal injury or property damage while on the property, with or without sellers consent, Buyer shall indemnify defend and hold harmless Seller and Seller's agent from any claims, loss, damage while on the property.

**Initials: Buyer:** \_\_\_\_\_ **Buyer:** \_\_\_\_\_ **Seller** \_\_\_\_\_

10. **Buyer's Color Selections:** The buyer may have the right to choose (if date is noted herein) exterior trim and body paint colors from Seller's color selections no later than \_\_\_\_\_, 20\_\_\_. The Buyer may have the right to choose (if date is noted herein) interior carpet, vinyl, countertops from Seller's color selections no later than \_\_\_\_\_, 20\_\_\_. Seller must approve Buyer's color selections. Seller makes no warranties guarantees as to the availability of color and or style selections in homes that are currently under construction.

11. **Upgrades:** Buyer to pay all cost of upgrades at time of order and prior to Installation of materials If Buyer has not paid for all upgrades and sale fails to close the cost of upgrades will be disbursed to Seller out of earnest moneys' and/or paid in addition to earnest money's at time of rescission.

12. **Home Owners Association:**  
Buyer understand that there will be a home owners association. Please refer to CCR'S

13. **Upgrade Deposits:** Any funds deposited with Seller or Sellers' subcontractors or suppliers for additional work or upgrades shall be considered non-refundable for any reason, including lack of ability to finance or the Buyer's failure to close.

14. **Completion:** The estimated completion date for this home is \_\_\_\_\_ 20\_\_\_. If the home is not completed by the closing date specified in this purchase and sale agreement Buyer and Seller agree to extend the closing date to ten (10) days after Seller obtains final inspection from the building department, and when the certificate of occupation is received.

15. **Final Inspection:** Prior to closing, a customer orientation visit will be scheduled with the Buyer and Sellers representative. The purpose of the visit is to familiarize the Buyer with any mechanical items, to explain any warranty information and to examine and record any defects that need to be repaired or completed. The Buyer is advised not to close this transaction until satisfied will all explanations and confident in their understanding. Seller shall not be responsible for and damages or injuries

caused by Buyer's lack of knowledge or understanding of the components of the home.

**16. QUESTIONS DURING CONSTRUCTION/NO VERBAL**

**REPRESENTATION:** It is natural during the course of the transaction for a Buyer to have questions regarding their new home. To avoid interruption of the construction of the home, all questions shall be presented to seller thru Buyer's Agent and or community sales manager in order for Buyer to receive responsible and authoritative answers. **Buyer understands and agrees that employees, field superintendents, subcontractors and real estate brokers and agents make no representations for Seller's.** Parties hereto agree that no verbal representations shall modify the written agreement and that the full understanding shall be limited to the written agreement together with any clarification made by seller in writing. There are no other express or implied agreements, promises or representation except as set forth herein, or in another written document executed by Seller and Buyer.

**WARRANTIES/DISCLAIMER OF WARRANTIES:**

The warranty provided by this Agreement shall be for a period of one (1) year from the date of the final contract.

Any warranty work performed by the Seller does not extend the warranty provided herein. The warranty is void if any person or company other than the Seller performs any work within the scope of the warranty provided herein. Warranty work performed by Seller does not extend the warranty. This warranty is not transferable.

Buyers acknowledge that Sellers is not making any representations or warranties, expressed or implied, about the condition of the property, or about any of the fixtures, structures, or other improvements situated on the property.

**17. LIMITATIONS OF BUYER'S REMEDIES:** Seller shall not be liable under any circumstance for incidental and/or consequential damages. Seller's liability for breach of warranty hereunder is limited solely to the replacement or the repair, as the case may be, of defective work.

**Initials: Buyer:** \_\_\_\_\_ **Buyer:** \_\_\_\_\_ **Seller** \_\_\_\_\_

**18. CONFLICTS BETWEEN THIS ADDENDUM AND OTHER ASPECTS OF THE PURCHASE AND SALE AGREEMENT:** In the event of a conflict between this addendum and any other portions of the Purchase and Sale Agreement, including any other addenda, this Addendum shall control unless the other document specifically

references this Addendum and the fact that it supercedes the provisions of the Addendum.

- 19. NOTICE TO BUYER: It is the responsibility of the Buyer to have received and read the Preliminary Commitment for Title Insurance issued in conjunction with this purchase and sale prior to closing. The Preliminary Commitment for Title Insurance may disclose the existence of matters which affect the title to the property, including but not limited to defects, liens, encumbrances, adverse claims, easements, mineral rights, covenants, Preliminary Commitment for Title Insurance, and any documents referenced therein, before closing.

The Buyer is advised to read any other printed material, notices or warnings on appliances, smoke detectors, and all mechanical workings of the house.

- 20. UTILITY AND SERVICE CHARGES UPON OCCUPANCY OR CLOSING, WHICHEVER IS FIRST, Buyer agrees to assume all utility charges for their home including but not limited to: electricity, cable, gas, phone, water, public transit assessments, street utility charges, sewage, sewer treatment fees, utility facility fees, general facilities charges equalization fees, capital facilities rate charges and similar items related to connection of the property to or receipt of services and utilities at the property. Buyer assumes responsibility for the sewer capacity charge if applicable. Buyer understands the amount is payable at a rate of approximately (\$35-\$45) per month. Buyer can call Wastewater Treatment Division, King County Department of Natural Resources, at (206) 684-1740 for additional information. This shall supersede any and all agent addendums or other addendums concerning capacity charges.

LEGAL DESCRIPTION : TBD

Email transmission of any document or notice shall be effective forms of delivery.

SELLER:  
Haley's Park LLC  
A Washington corporation

PURCHASER:

By: \_\_\_\_\_  
Name: Karl Best  
Title: President

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

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

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