



Elevate by Drees Homes Purchase Agreement Cover Sheet

CPQ Quote# : CPQ-DEV-0002841

LOT#: 0012

Buyer & Contract Details:

| Buyer | Name | Phone | Email | Address |
|---------------|-----------|-------------|------------------------|--|
| Primary Buyer | Stella V | 4567890 | svakash44@gmail.com | West Street ,Green wood , ,456789 |
| Co-buyer 1 | Prakash M | 98653234678 | akashdemo324@gmail.com | 1600 Amphitheatre Pkwy ,Austin ,TX ,23578 89 |

| | | | |
|------------------|----------------------|-----------------|--------------------|
| Job # | <u>DYLC-0012-00</u> | Market Manager | <u>Akash SV</u> |
| Property Address | <u>Amphere Valey</u> | Plan/Elevation | <u>Alden / B</u> |
| Community | <u>DYLC</u> | | |
| Contract date | <u>08/04/2025</u> | Amount received | <u>\$87,665.00</u> |
| Contract price | <u>\$491,170.00</u> | | |

| | | | |
|----------------------|----------------|-------------------|-------------|
| Development and S/L# | 1234 | FEM Discount | 3 |
| Garage Hand | Testing Garage | FEM Rate Lock | True |
| Builder | Testing Akash | FEM Closing Costs | \$23,332.00 |
| Septic: | True | Parcel # | 1234 |
| Well: | True | | |

| | | | |
|----------------|-----------------------|----------------------|--|
| Title to Vest: | Self | | |
| Buyer | Marital Status | Spouse's Name | |
| Purchaser | Married | Joy | |
| Co-buyer 1 | Married | Sufi | |

| | | | |
|-----------------|---------------------|---------|------|
| Realtor Agency | Rica Greenwood | Lender | Test |
| Address | 4903 Woodrow Avenue | Contact | |
| City, State Zip | Austin TX Austin | Email | |
| Agent | Lee Easter | | |
| Phone | 6789449500 | | |
| Email | lea@test.com | | |

| | |
|------------------|------|
| Comments: | Test |
|------------------|------|



For the considerations hereinafter set forth, Seller and Purchaser hereby agree as follows:

Lot No. 0012 Section: 00 Community: ELEVATE BY DREES - CINCINNATI County: Other
 Street: 456West Street City: OH State: US Zip: 56789

Model/Elevation: Alden / B

a) **\$491,170.00** ;which said sum shall be paid in cash and credits as follows:_
b) **\$12,000.00** Lot Equity.
c) **\$87,665.00** upon the execution of this Agreement.
d) **\$0.00** upon the earlier of 14 days after Agreement or the completion of Selections.
e) **\$391,505.00** the balance by wire transfer upon delivery of the deed by Seller to Purchaser.

By Akash SV Date 08/04/2025

Purchaser also acknowledges that there are characteristics of the chosen site (including but not limited to the existence of rock, poor soils, underground springs, location and condition of utilities, etc.) that cannot be accurately known prior to the commencement of construction and that Seller performs no testing prior to construction to assess the existence of these conditions. As such, the Contract Addendum for Site Condition Expense presented to Purchaser shall include some estimated costs in the form of an Allowance and shall be subject to change when the actual cost of this work is known. In these instances, Purchaser shall be responsible for the actual cost plus 10% for overhead. Upon receipt of all final bills from Seller's contractors and suppliers, Seller will determine the actual amount incurred for all Allowance site condition expenses. A summary of these actual expenses will be provided to Purchaser prior to closing and Purchaser agrees to remit payment to Seller at or before closing for all expenses over the Allowance amount. In the event Allowance exceeds actual expense, Seller will refund difference to Purchaser.

EXCESS COSTS (Ohio Only). IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS, ABOVE THE COSTS SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND AND 00/100 DOLLARS (\$5000.00) OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL THE CHOICE FOR THE TYPE OF ESTIMATE YOU REQUIRE.

X Written Estimate
X Oral Estimate

In the event that Purchaser does not approve any such Excess Costs, the completion of the work may not be possible and a charge may be imposed for any disassembly, reassembly, or partially completed work, which work is directly related to the actual labor or parts involved.

5. Custom Design Requests. Seller shall permit Purchaser to request changes to the plans and specifications to personalize the residence. Each request shall be made via a Custom Design Request (CDR) form. Each requested change (CDR Item) shall include a Two Hundred and 00/100 Dollars (\$200) non-refundable Estimating Fee in addition to the estimated cost of the work. The Estimating Fee will be waived for the first five (5) CDR Items requested. Purchaser acknowledges that all structural CDR Items must be requested at the time of contract. Seller will provide Purchaser a written estimate of the cost of each structural CDR Item requested within 48-hours of Seller's contract acceptance. Purchaser shall then have 48-hours to accept or reject the structural CDR Item(s). Failure to resolve structural CDR Items within 48-hours may result in Seller cancelling this Agreement and returning any refundable portion of the deposit to Purchaser. Any future agreement between the parties shall be subject to the then most current pricing and home site availability.

6. Selection Sheets. Purchaser shall complete the first Selections Appointment for the Residence within fifteen (15) days and the Final Selections Appointment within thirty (30) days after the date Purchaser executes this Agreement. All final selection documents are to be signed by the Purchaser upon completion of the Final Selections Appointment, and pay a deposit of 10% of the total Selections amount. Purchaser's completion of the Selection Sheets and/or Seller's approval of the Selection Sheets, shall not in any way be construed as the acceptance of this Agreement by Seller. IN THE EVENT PURCHASER FAILS TO COMPLETE THE SELECTION SHEETS WITHIN SUCH THIRTY (30) DAY PERIOD, SELLER SHALL HAVE THE RIGHT TO EXERCISE THE REMEDIES SET FORTH IN PARAGRAPH 14 HERE OF OR INCREASE THE PURCHASE PRICE OF THE REAL ESTATE BY AN AMOUNT EQUAL TO ANY PRICE INCREASE IN CURRED BY SELLER IN CONNECTION WITH THE CONSTRUCTION OF THE RESIDENCE DURING THE PERIOD COMMENCING UPON THIRTY (30) DAYS AFTER THE EXECUTION OF THIS AGREEMENT BY PURCHASER AND ENDING ON THE DATE PURCHASER COMPLETES THE SELECTION SHEETS.

7. Financing. Purchaser shall apply for a mortgage loan commitment within five (5) days after the acceptance of this Agreement by Seller and furnish to Seller a true and complete copy of such commitment within thirty (30) days after the acceptance of this Agreement by Seller. Purchaser shall be responsible for satisfying all conditions and contingencies set forth in the mortgage loan commitment (including the sale of Purchaser's existing residence, if applicable) and failure of the Purchaser to satisfy said conditions and contingencies shall in no way release Purchaser from Purchaser's obligations under this Agreement. Purchaser shall provide Purchaser's Lender with all information requested by Purchaser's Lender. Purchaser is also obligated to diligently and in good faith continue to undertake all necessary steps to acquire, in a timely manner, full funding or financing (loan), to meet the financial requirement to close on the subject residence. This requirement includes, but is not limited to, Purchaser providing to Seller, within five (5) days of any request, the documents or other proof required by Seller to satisfy Seller of the status of Purchaser's obtaining the necessary funds or financing to close on the subject residence. Seller shall have the right, but not the obligation, to assist Purchaser in obtaining such financing. Once the mortgage loan commitment has been obtained by Purchaser and furnished to Seller, Purchaser shall have no right pursuant to this paragraph to receive a refund of any sums paid to Seller and Purchaser shall have no right to terminate this Agreement pursuant to this paragraph. Purchaser understands and agrees the final appraised value of the Real Estate may not equal the total purchase price of the Residence. If there is a difference between the appraised value and the total purchase price, Purchaser accepts the responsibility to increase the Purchaser's down payment in the amount required by the mortgage company to cover any difference. In the event Purchaser elects to lock its mortgage loan interest rate, Purchaser shall do so at its own risk. Seller shall not be responsible for any costs (including, but not limited to, rate lock extension fees, reappraisal fees, storage fees, lodging fees, etc.) that may be incurred by Purchaser in the event the residence is not completed and/or does not close for any reason on or before Purchaser's rate lock expiration. Purchaser acknowledges that for the purpose of rate lock expirations, The Drees Company and First Equity Mortgage, Inc. (FEM) are separate entities and the above provisions will apply even if FEM provides Purchaser's mortgage financing.

Seller makes no representation or warranty as to the appraised value that Purchaser's lender or financial institution (including FEM), if applicable, will place on the residence, as improved, and Seller shall have no responsibility or liability arising from an appraised value that is less than the Purchase Price. Purchaser is solely responsible for meeting the financial terms (whether based on the appraised value of the residence or otherwise) to obtain financing sufficient to meet Purchaser's financial obligations under this Agreement. In the event that the appraised value of the residence is less than the Purchase Price, Purchaser agrees to increase the amount of their down payment to cover any shortfall. Purchaser agrees that the appraised value will not be a legally justifiable ground for Purchaser terminating this Agreement or failing to timely and fully meet all of Purchaser's financial or other obligations under this Agreement. Seller is not representing to Purchaser or lender, by approving any Purchaser change, modification, upgrade, or alteration to the real estate that the fair market value of the residence will increase the improved residence's fair market value enough to cover the additional increase in the Purchase Price.

8. Schedule of Construction. Seller shall commence construction of said residence as soon as practicable after Purchaser shall have (A) paid to Seller the sums specified in (a), (b), and (c) of Paragraph 3 hereof, (B) completed the Selection Sheets; and (C) made adequate financial arrangements satisfactory to Seller. Seller shall complete construction of said residence as soon as practicable provided that nothing contained herein shall render Seller liable, or allow Purchaser to terminate this Agreement, for any delay caused by failure of any subcontractor or materialman, fires, strikes, acts of public authorities, inclement weather delays or defaults by public or private carriers, shortages of materials or labor, pandemics, acts of God, casualties or other causes beyond the control of Seller. Notwithstanding anything contained herein to the contrary, in order to comply with the Interstate Land Sales Act and other applicable law, Seller represents that the residence shall be completed by Seller no later than two (2) years from date of this Agreement.

Notwithstanding the above, in the event that either: (i) Seller is unable to start construction of the residence within One Hundred Fifty (150) days after the execution of this Agreement, due to the failure to obtain any permits or any governmental or applicable homeowner's association approvals, delays caused by Purchaser, or any of the other events set forth in this Paragraph 8 above; or (ii) Seller is accorded any material and labor costs increase in excess of 8% arising out of any reasonably unforeseen and uncontrollable events, or any other acts beyond Seller's control, including any of the other events set forth in this Paragraph 8 above; then in either of such events Seller shall have the option to terminate this Agreement, and in such event Seller shall return to the Purchaser all monies paid by Purchaser and the parties relieved of any further obligations under this Agreement.

9. Change Requests. If the Purchaser shall request any additional change in, or departure from, the Plans and Specifications, and Selection Sheets that shall require an addition or reduction in the amount of labor or materials to be furnished, the charge or credit for such change shall be determined by Seller in its sole discretion. Additionally, the Purchaser shall pay Seller a non-refundable administration and processing fee of One Thousand and 00/100 Dollars (\$1,000.00) for each and every item changed. PURCHASER CHANGE REQUESTS ARE GENERALLY NOT PERMITTED AFTER THE COMPLETION OF THE SELECTION SHEETS. Any change in, or departure from, the Plans and Specifications, and Selection Sheets that is required by any public body or inspector shall constitute

an extra, and the charge for such change shall be the customary and usual charge that Seller charges for a change of that type. PURCHASER ACKNOWLEDGES THAT Seller HAS NO OBLIGATION TO APPROVE ANY CHANGE REQUEST.

10. Site Plans. Purchaser acknowledges that the verification of the actual lot line location is the responsibility of Purchaser and not that of Seller, Seller's employees or agents, and no warranties or guaranties are made by Seller regarding the lot line location. Purchaser acknowledges that the final boundaries of the real estate shall be as per the latest recorded plat thereof as of the date of closing (and not as on any lot survey or other document provided at closing or otherwise.)

11. Supervision of Subcontractors. Purchaser agrees that the direction and supervision of the working forces including subcontractors and suppliers, rest exclusively with Seller, or its duly designated agent, and Purchaser agrees not to issue any instructions or to otherwise interfere with same. Purchaser further agrees neither to negotiate for additional work with Seller's subcontractors nor to engage other builders or subcontractors except after the Seller's completion of work under this Agreement.

12. Closing- Deed- Possession. Upon payment in full of all sums due Seller hereunder, Seller shall convey to Purchaser said real estate with improvements thereon by Limited Warranty Deed, title to be clear, free and unencumbered, subject to any applicable Community restrictions, other restrictions and easements of record and real estate taxes, which shall not be prorated as of the date of the delivery of the deed. All real estate taxes for the real estate shall be the responsibility of Purchaser. In the event Seller shall be unable to deliver good and marketable title to the real estate, Seller at its option, may treat this Agreement as null and void and all sums paid to Seller hereunder shall be returned to Purchaser. Possession of said residence shall be given to Purchaser upon delivery of the deed to Purchaser. In no event shall Purchaser occupy the residence prior to title conveyance. The provisions of this Agreement shall survive closing and shall not be merged into the deed at closing.

Purchaser hereby releases and agrees to hold Seller harmless from and against any claims, actions, alleged causes of actions, or losses sustained by Purchaser or its family members, including minor children, arising out of or in any way connected with such parties entering the real estate or residence prior to closing, and Purchaser specifically releases and agrees to hold Seller harmless from any such claim, action, cause of action or loss sustained by Purchaser or its family member, including minor children, arising out of or in any way connected with Seller's negligence or the negligence of Seller's contractors, affiliates, suppliers or subsidiaries.

13. Schedule of Closing. The parties agree that said residence shall be deemed completed when said residence has been substantially completed in accordance with the Plans and Specifications and Selection Sheets, or, where applicable, at such time when said residence has been given final approval by Purchaser's lender, or by the Federal Housing Administration or upon receipt of the Certificate of Occupancy issued by the appropriate governmental body. The closing shall take place within ten (10) days after completion or such approval, whichever is applicable. Purchaser shall pay Seller the outstanding balance of the purchase price and all other sums due Seller hereunder at the closing. In the event that at the time of such payment to Seller the performance of Seller is not fully completed, Seller shall complete its performance after such payment as promptly as supplies and weather conditions permit. The Purchaser may, with the approval of Seller, extend the time of closing for successive periods of thirty (30) days beyond the previously established date, provided the Purchaser pays to Seller a fee of one percent (1%) of the purchase price in advance for each such thirty (30) day extension. This fee shall not be applied against the purchase price. If Purchaser shall fail for any reason, including, but not limited to, Purchaser's refusal to pay because of Seller's inability to complete all outside work due to weather conditions, to close within ten (10) days after completion or aforementioned approvals or within an extension period, if granted by Seller, Purchaser shall be in default of this Agreement.

Unless otherwise agreed to by Parties, the closing shall take place at the office of Terry Monnie Title Company, 211 Grandview Drive, Suite 101, Ft. Mitchell, KY 41017.

14. Default. IN THE EVENT THAT PURCHASER FAILS TO PERFORM ANY OF PURCHASER'S OBLIGATIONS WITHIN THE TIME FRAME SET FORTH IN THIS AGREEMENT OR IN THE EVENT PURCHASER FAILS TO SATISFY ALL OF THE CONDITIONS AND CONTINGENCIES CONTAINED IN PURCHASER'S MORTGAGELOANCOMMITMENT(INCLUDING THE SALE OF PURCHASER'S EXISTING RESIDENCE, IF APPLICABLE), PURCHASER SHALL BE IN DEFAULT OF THIS AGREEMENT.In the event of such default, Seller, at its option, may (i) retain all sums paid to Seller under this Agreement to be applied towards damages incurred by Seller for such non-performance by Purchaser, (ii) increase the purchase price by an amount equal to six percent (6%) per annum based upon the number of days during which such default continues, or (iii) bring an action for specific performance or damages against Purchaser for such default. Additionally, in the event of such default by Purchaser, Seller shall have the right to sell the residence to another party.

15. Arbitration of Disputes. EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, OR AS OTHERWISE PROVIDED IN THIS PARAGRAPH 16, ANY CONTROVERSY, CLAIM OR OTHER MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT,OR BREACH THERE OF,SHALL BE RESOLVED IN ACCORDANCE WITH THE RESIDENTIAL CONSTRUCTION ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT THE SELLER SHALL HAVE THE RIGHT TO ADD ITS SUBCONTRACTORS AND / OR SUPPLIERS AS PARTIES TO THE ARBITRATION. THE PARTIES FURTHER AGREE THAT THE ARBITRATION HEARING SHALL BE CONDUCTED EITHER AT THE SUBJECT RESIDENCE OR THE OFFICES OF THE ARBITRATOR,AS DETERMINED BY THE ARBITRATOR.THE SELLER SHALL HAVE THERIGHT, BUT NOT THE OBLIGATION, TO ENTER THERE SIDE NCEAT REASONABLE TIME SPRIOR TO THE ARBITRATION HEARING FOR PURPOSES OF CONDUCTING INSPECTIONS AND TESTS OF THERE SIDENCE.NOTWITHSTANDINGTHEABOVE,ARBITRATION SHALL NOT BE REQUIRED IN CONNECTION WITH ANY CONTROVERSY OR CLAIM IN WHICH THE DOLLAR AMOUNT INDISPUTE DOES NOT EXCEED THE JURISDICTIONAL LIMIT OF ANY SMALL CLAIMS COURT HAVING JURISDICTION OVER THE PARTIES. IN SUCH EVENT, EITHER PARTY SHALL HAVE THE RIGHT TO RESOLVE SUCH CONTROVERSY OR CLAIM BY FILING AN ACTION IN SUCH SMALL CLAIMS COURT.CLAIMS IN EXCESS OF SUCH JURISDICTIONAL LIMIT SHALL BE SUBJECT TO ARBITRATION AS PROVIDED IN THIS PARAGRAPH 16. ALL SUCH CONTROVERSIES, CLAIMS OR OTHER MATTERS REGARDING CONSTRUCTION SHALL BE RESOLVED(WHETHER THROUGH ARBITRATIONOR SMALL CLAIMS COURT) IN ACCORDANCE WITH THE INDUSTRY STANDARDS MANUAL PUBLISHED BY THE HOME BUILDERS ASSOCIATION OF GREATER CINCINNATI WHICH ESTABLISHES THE STANDARD BY WHICH THE SELLER'S PERFORMANCE INCONNECTION WITH CONSTRUCTION MATTERS SHALL BE GOVERNED.

NOT WITH STANDINGTHE PROVISIONS OF PARAGRAPH 22HERE OF,ALL ISSUES RELATING TO ARBITRABILITY OR THE ENFORCEMENT OF THE AGREEMENT TO ARBITRATE CONTAINEDIN THIS PARAGRAPH 16 ARE GOVERNED BY THE U.S.FEDERALARBITRATION ACT (9 U.S.C. SECTION 1 ET. SEQ.) AND THE U.S. FEDERAL COMMON LAW OF ARBITRATION.

In connection with real estate located in Ohio, the following paragraphs apply:

OHIO'S NOTICE AND RIGHT TO CURE LAW DISCLOSURE

In accordance with Ohio's Notice and Right to Cure Law contained in Chapter 1312 of the Ohio Revised Code, a residential Contractor must provide the Owner with notice of the Contractor's right to offer to resolve any alleged construction defect before the Owner may commence a dwelling action or arbitration proceeding against the Contractor, as follows:

OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAW SUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR WHO CONSTRUCTED YOUR HOME. ATLEAST SIXTY DAYS BEFORE YOU FILE A LAW SUIT OR COMMENCE ARBITRATION PROCEEDINGS,YOU MUST PROVIDE THE CONTRACTOR WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALL EGEARE DEFECTIVE. UNDER CHAPTER1312 OFT HE OHIO REVISED CODE,THE CONTRACTOR HAS AN OPPORTUNITY TO OFF ERTTO REPAIR OR PAY FOR THE DEFECTS.YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR MAKES.THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW,AND FAILURE TO FOLLOW THE M MAY AFFECT YOUR ABILITY TO FILE A LAW SUIT OR COMMENCE ARBITRATION PROCEEDINGS.

16. Radon. The parties acknowledge that radon gas is a naturally occurring colorless gas which is caused by the radioactive decay of the element radium. It is found in many locations in the United States in varying amounts of concentration. It may enter the residence in a variety of ways. The common ways in which it may enter are through cracking which normally occurs in concrete floors, through floor

drains and through sump pumps. The United States Environmental Protection Agency (EPA) has issued publications indicating that prolonged exposure to elevated concentrations of radon gas has been associated with an increase in the risk of lung cancer. The EPA has also issued publications on the detection of radon gas and methods for reducing excessive concentrations. Seller urges Purchaser to read these publications. The EPA publishes a list of approved suppliers of test kits. Testing shall not be conducted prior to closing since, to the best of the Seller's knowledge, such testing may not be reliable if it is conducted during the construction period or immediately after completion thereof. Seller has no expertise in the detection of radon gas or in the methods for reducing or eliminating radon gas once it has been detected. Seller therefore, makes no representations of any kind regarding the existence or absence of radon gas or any toxic substance in or around the residence. Purchaser understands and acknowledges that Seller does not warrant that any radon gas related testing has been done in or around residence property, nor does Seller make any warranties, express or implied, regarding radon gas as it relates to the residence property or the inhabitability thereof. Purchaser releases Seller from any claim it may have of any kind against Seller in any way related to the existence of radon gas or other toxic substances in or around the residence property.

17. Mold. Mold is a naturally occurring micro-organism that commonly exists in the indoor and outdoor air. Mold spores may enter a home through open doorways, windows, heating, ventilation and air conditioning systems, air infiltration, by attaching to a person's skin, clothing or other belongings, or by attaching to fur of a pet. To grow, mold needs a food source such as paper, wood, dirt or other organic material; a source of moisture; and a suitable temperature, generally in the range of 40 degrees to 100 degrees Fahrenheit. Since there is no practical way to eliminate all mold and mold spores inside a home, the best way to control indoor mold growth is to control moisture. Regular cleaning and adequate air circulation and ventilation also may help keep mold from growing.

The Federal government has not established standards for permissible indoor levels of mold. It has been reported that mold exposure may cause health problems, particularly persons with immune system problems, allergies or lung disease, young children, pregnant women and elderly persons.

The Seller does not claim any expertise regarding the identification, remediation or possible health consequences of mold. The residence is neither constructed nor warranted to be free from mold at the time of closing or at anytime thereafter. As a homeowner, Purchaser is responsible for periodically inspecting the residence for plumbing leaks, visible evidence of excessive moisture or mold growth and performing routine maintenance on the residence in order to keep the residence in good repair and condition. Purchaser should contact Seller immediately if it appears that abnormal amounts of moisture are accumulating in the residence, if a water leak is discovered or mold is found. If mold is found, Purchaser should immediately consult with a qualified expert regarding mold remediation or other questions pertaining to mold.

18. Photographs of Residence. Purchaser grants Seller the right to obtain and use photographs of the residence for publication and advertising purposes.

19. Seller's Insurance. Seller represents that it carries general liability insurance in an amount of not less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

20. State Law. This Agreement shall be construed under the laws of the state where the residence to be constructed is to be located.

21. Communication Authorization. Purchaser hereby grants permission to Seller and First Equity Mortgage Incorporated, as well as their subcontractors and suppliers, to call Purchaser at the listed telephone number set forth below and to transmit communications to the Purchaser at the email address set forth below. Purchaser acknowledges that such telephone calls and communications will pertain to the sale, construction, financing, title work and other related items pertaining to the sale and purchase of the real estate.

| | | | |
|-------------------|--------------------|-------------------|-------------------------------|
| Phone Purchaser 1 | <u>4567890</u> | Email Purchaser 1 | <u>svakash44@gmail.com</u> |
| Phone Purchaser 2 | <u>98653234678</u> | Email Purchaser 2 | <u>akashdemo324@gmail.com</u> |
| Phone Purchaser 3 | — | Email Purchaser 3 | — |
| Phone Purchaser 4 | — | Email Purchaser 4 | — |
| Phone Purchaser 5 | — | Email Purchaser 5 | — |

22. Electronic Signature Authorization. The parties agree that this Agreement may be signed, transmitted and received by and between each party by means of electronic transmission. If this Agreement is signed electronically by each party, upon receipt by the parties of the fully executed electronic copy of this Agreement, it shall be deemed in full force and effect, as if a fully executed paper copy had been executed by the parties hereto. The parties also acknowledge that their execution, transmission and receipt of their electronic signatures upon the Agreement is their true act and voluntary deed, and shall be binding upon them in accordance with the terms and conditions contained herein.

23. THIS IS A LEGALLY BINDING CONTRACT. READ AND UNDERSTAND ALL PROVISIONS PRIOR TO SIGNING. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS LISTED IN PARAGRAPHS 5 THROUGH 25 HERE OF, AND ADDENDUM(S) CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO REPRESENTATION, PROMISE OR INDUCEMENT NOT INCLUDED IN THIS AGREEMENT (WHETHER MADE BY AN AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER OR OTHERWISE), SHALL BE BINDING UPON ANY PARTY HERE TO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS REGARDING PROPERTY BOUNDARIES, ZONING, AMENITIES IN THE SUBDIVISION OR USAGE OF ADJOINING PROPERTY. NO AGENT OR EMPLOYEE OF SELLER HAS ANY AUTHORITY TO CHANGE OR MODIFY OR ALLY THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ADDENDUM(S), AND YOU SHOULD RELY ONLY UPON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ADDENDUM(S) REGARDING YOUR LEGAL RIGHTS THERE UNDER. SELLER SHALL WARRANT THE COMPLETED RESIDENCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DREES COMPANY'S LIMITED WARRANTY BOOKLET WHICH HAS BEEN PROVIDED TO PURCHASER UPON THE EXECUTION OF THIS AGREEMENT AND, EXCEPT AS OTHERWISE PROVIDED IN SUCH WARRANTY BOOKLET, THE SELLER HERE BY SPECIFICALLY EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MODEL HOMES, IF ANY, AND ANY ADVERTISING OR PROMOTIONAL MATERIAL USED OR DISPLAYED BY SELLER ARE FOR DISPLAY PURPOSES ONLY AND DO NOT CONSTITUTE ANY PART OF THIS AGREEMENT.

Initial:
Date:

Initial:
Date:
5 of 34

I/We have received the items checked below from Seller prior to signing this Agreement and agree to take the responsibility of reading such documents. I/We acknowledge that all warranties from manufacturers, suppliers and for consumer products have been made available for my/our inspection. I/We acknowledge the receipt of a signed copy of this Agreement.

True

1. Seller's Certificate of Insurance

True

3. Features & General Specifications, dated 08/25/2025

No

2 . Limited Warranty dated:

False

4. Lot Acquisition Addendum, dated: 08/26/2025

IN WITNESS WHEREOF, the parties hereto have set their hands on the date set forth below. If married, both spouses must sign Agreement.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Title:

Title:

Date:

Date:

West Street ,Green wood , ,456789
Purchaser Address

THE DREES COMPANY,Seller:

Date : _____

Lee Easter

Telephone Number

Taxpayer Identification Number

This Agreement shall not become effective until executed above by an authorized representative of Seller.

BROKER

Broker's Fee \$

\$14,735.10

Broker's Name

Rica Greenwood

Agent's Name

Lee Easter

Address : 4903 Woodrow Avenue ,Austin ,TX ,78756

BROKER'S FEE WILL ONLY BE PAID IF A DREES BROKER PROTECTION AGREEMENT FORM WAS PREVIOUSLY COMPLETED.Purchaser's acknowledgement that a broker was used:

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Title:

Title:

Date:

Date:

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Selection Sheet

Purchaser(s): Stella V, Prakash M

Purchaser Mobile(s): 4567890, 98653234678

Job Number: DYLC-0012-00

Community: ELEVATE BY DREES - CINCINNATI

Address: West Street

Plan Code: ALDN

Contract Date : 09/08/2025

Home-Elevation: B

Market Manager: Akash SV

Design Center Contact Phone: 67890Design Center Contact: Rajesh Nimmagadda

2.STRUCTURAL

2A.FOUNDATION

| QTY | UNIT PRICE | SELECTION | PRICE |
|-----------------|------------|---|---------------|
| 1 | \$9,930.00 | Basement Wall Height - 8' 11" NOTE: Wall height changes from 7' 11" to 8' 11" - Also please note that finishing Basement Ceiling Height is approximately 8'-7". | \$9,930.00 |
| 1 | \$3,440.00 | WINDOW WELLS Window well (per window) for lower level on upper or mid level lots (use lot request. Includes polycarbonate safety cover. | \$3,440.00 |
| SubTotal | | | \$0.00 |

2B.FRAMING

| QTY | UNIT PRICE | SELECTION | PRICE |
|----------|------------|---|--------|
| 1 | \$0.00 | Front Exterior Door | \$0.00 |
| 1 | \$0.00 | Interior Double Doors Customer declines adding any interior double doors at existing opening. These options cannot be added at a later time. | \$0.00 |
| 1 | \$0.00 | Rails - Main Location - | \$0.00 |
| 1 | \$0.00 | Double Bowl Vanity in Primary | \$0.00 |
| SubTotal | | | \$0.00 |

2C.GARAGES

| QTY | UNIT PRICE | SELECTION | PRICE |
|----------|------------|---|--------|
| 1 | \$0.00 | Solid Panel Garage Door(s) Size and quantity of garage doors to vary per plan. Please reference the standard plan drawings. | \$0.00 |
| SubTotal | | | \$0.00 |

2D.WINDOWS

| QTY | UNIT PRICE | SELECTION | PRICE |
|-----|------------|-----------|-------|
|-----|------------|-----------|-------|

Initial:

Initial:

Date:

Date:

| | | | |
|---|--------|---|--------|
| 1 | \$0.00 | Plygem 1500 Series Windows Plygem 1500 series windows and sliding glass doors (if applicable per plan) effective 11/4/2024. | \$0.00 |
|---|--------|---|--------|

| | | | |
|-----------------|--|--|---------------|
| SubTotal | | | \$0.00 |
|-----------------|--|--|---------------|

2E.EXTERIOR DOORS

| QTY | UNIT PRICE | SELECTION | PRICE |
|-----|------------|--|--------|
| 1 | \$0.00 | Front Exterior Deadbolt Kwickset Deadbolt model 888. Z-Wave enabled. | \$0.00 |

| | | | |
|-----------------|--|--|---------------|
| SubTotal | | | \$0.00 |
|-----------------|--|--|---------------|

3.MECHANICALS

3A.HVAC

| QTY | UNIT PRICE | SELECTION | PRICE |
|-----|------------|--|--------|
| 1 | \$0.00 | Electric Service The house will include all electric utilities. This option includes an electric Heat Pump HVAC system. No gas utilities or appliances are available with this option. | \$0.00 |
| 1 | \$0.00 | HVAC System to be Bryant | \$0.00 |
| 1 | \$0.00 | 1" Filter Box | \$0.00 |
| 1 | \$0.00 | Thermostat NOTE: The Honeywell T6 Pro Z-Wave thermostat is a Z-Wave Plus compatible unit, designed to work with any Z-Wave compliant controller or gateway. | \$0.00 |

| | | | |
|-----------------|--|--|---------------|
| SubTotal | | | \$0.00 |
|-----------------|--|--|---------------|

3B.PLUMBING

| QTY | UNIT PRICE | SELECTION | PRICE |
|-----|------------|---|--------|
| 1 | \$0.00 | Elongated Commodes All commodes in house to be elongated standard height. | \$0.00 |

| | | | |
|---|--------|------------------------|--------|
| 1 | \$0.00 | PEX Water Lines | \$0.00 |
|---|--------|------------------------|--------|

| | | | |
|-----------------|--|--|---------------|
| SubTotal | | | \$0.00 |
|-----------------|--|--|---------------|

3C.ELECTRIC

| QTY | UNIT PRICE | SELECTION | PRICE |
|-----|------------|--|--------|
| 1 | \$0.00 | NO OUTLETS IN KITCHEN ISLAND | \$0.00 |
| 1 | \$0.00 | No Included Ceiling Fan No included pre-wires in any room. | \$0.00 |

| QTY | UNIT PRICE | SELECTION | PRICE |
|----------|------------|--|--------|
| 1 | \$0.00 | Shower Fiberglass Pan With Includes Level 3 Framed Shower Enclosure. | \$0.00 |
| SubTotal | | | \$0.00 |

5H. PAINT & DRYWALL

| QTY | UNIT PRICE | SELECTION | PRICE |
|----------|------------|--|--------|
| 1 | \$0.00 | Smooth Ceilings Does not include garage. | \$0.00 |
| SubTotal | | | \$0.00 |

6. CABINETS & TOPS

6C. VANITY CABINETS & HARDWARE

| QTY | UNIT PRICE | SELECTION | PRICE |
|----------|------------|--|--------|
| 1 | \$0.00 | Standard Pedestal Sink for Sterling Sacramento 442124-0 White. 4" widespread. | \$0.00 |
| SubTotal | | | \$0.00 |

Selection Sheet

Summary

TOTAL OPTION PRICE

| | |
|------------------------|--------------|
| 2. STRUCTURAL | \$13,370.00 |
| 3. MECHANICALS | \$0.00 |
| 4. EXTERIOR SELECTIONS | \$0.00 |
| 5. INTERIOR FINISHES | \$0.00 |
| 6. CABINETS & TOPS | \$0.00 |
| BASE PRICE: | \$477,800.00 |
| TOTAL OPTIONS PRICE: | \$491,170.00 |

BY HIS/HER SIGNATURE, PURCHASER ACKNOWLEDGES THAT THE OPTIONS SELECTED AND THEIR CORRESPONDING CHARGES NOTED ON THE SELECTION SHEETS IN THE "PRICE AGREEMENT" COLUMN ARE APART OF THE DREES COMPANY CONSTRUCTION AND PURCHASE AGREEMENT. THIS IS ALEGALLY BINDING CONTRACT. READ AND UNDERSTAND ALL PROVISIONS PRIOR TO SIGNING. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

THE WRITTEN CONSTRUCTION AND PURCHASE AGREEMENT AND ADDENDUM(S) CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO AGENT OR EMPLOYEE OF THE BUILDER HAS ANY AUTHORITY TO CHANGE OR ORALLY MODIFY THE TERMS AND CONDITIONS OF THE CONSTRUCTION AND PURCHASE AGREEMENT OR ADDENDUM(S), AND YOU SHOULD RELY ONLY UPON THE TERMS AND CONDITIONS OF THE WRITTEN CONSTRUCTION AND PURCHASE AGREEMENT AND ADDENDUM(S) REGARDING YOUR LEGAL RIGHTS THERE UNDER.

PURCHASER'S PHONE NUMBER(HOME) 4567890, 98653234678
(WORK)

SELECTION DATE 09/08/2025

DESIGN CENTER PHONE#67890

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Additional Terms Addendum

The undersigned have entered into a purchase agreement dated 08/04/2025 for the construction of a residence at Amphere Valey.

The following additional terms are included in the Agreement where indicated by Purchaser(s)'s initials.

Initial:

Home Inspection: Purchaser elects to have a whole house inspection performed by an outside independent inspector, Late inspections could cause delays to your closing which may result in additional fees per the terms of the Purchase Agreement. 10-14 days prior to closing after the Home Quality Inspection has been completed by the Builder. Items noted in the written inspection report will be reviewed at the New Home Presentation. Seller shall be bound to address only those items that do not conform to the standards and terms of this Agreement.

Initial:

Interest Rate Lock: Purchaser acknowledges the following with respect to the mortgage financing which is Purchaser(s)'s responsibility to obtain:

1.

Seller makes no representation as to the date the residence will be complete and closing can occur. A written confirmation of closing will be provided to Purchaser after interior trim installation is completed in the residence. Even this date is subject to change due to circumstances beyond Seller's control.

2.

Seller has advised Purchaser that if Purchaser chooses to "lock" their mortgage loan interest rate, Purchaser shall do so at its own risk. Seller shall not be responsible for any costs (including but not limited to rate lock extension fees, re-appraisal fees, storage fees, lodging expense, etc.) that may be incurred by Purchaser if the residence is not completed and/or does not close on or before Purchaser(s)'s rate lock expiration.

3.

Purchaser acknowledges that for the purpose of rate lock expirations, Drees Homes and First Equity Mortgage are separate entities and the above will also apply even if First Equity Mortgage provides Purchaser(s)'s mortgage financing.

Winter Construction: When completion of a home occurs during winter months, Seller may be unable to complete all exterior improvements. Cold temperatures will prohibit the completion of: rough grading, exterior concrete, exterior painting, and, if applicable, underground downspout lines, post lamp installation, and mailbox installation (herein collectively referred to as "Spring List Items").

If Seller is unable to complete Spring List Items prior to closing, Seller and Purchaser agree:

1.

The date of closing shall in no way be affected.

2.

Outstanding Spring List Items will be documented in writing at the time of the New Home Presentation

3.

Seller shall complete Spring List Items when weather permits. Note: Generally, 10 to 14 days of consecutive 24-hour days with low temperatures above 40 degrees Fahrenheit are required before exterior concrete can be installed. The actual date of installation can be affected by other factors including subcontractor availability and workload.

Cash Purchase: Purchaser understands and agrees that if the purchase of the above referenced property is a cash purchase, then the second check and correspondence from a financial institution indicating funds to close serves in lieu of loan approval.

It is the Purchaser(s)'s responsibility to notify their Market Manager, in writing, no later than thirty (30) days prior to the estimated closing date if the Purchaser wishes to have a specific attorney and/or Title Company involved in any part of the closing process. If notification is not given, Seller will select an attorney and/or Title Company to complete a title search and prepare the necessary closing documents. Should Purchaser request a change in attorney and/or Title Company after this time, the Purchaser will be responsible for any charges incurred related to this change.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

The Drees Company, Seller

Division President

()

Title:
Date:
Authorized Representative



Disclosure of Homeowners Association and Restrictive Covenants Addendum

Community : ELEVATE BY DREES - CINCINNATI

Job # :DYLC-0012-00

Homeowners Association

Your new home is or is not located in a community that includes a homeowners association, commonly referred to as an "HOA". The purpose of the homeowners association is to provide for the welfare of all residents and oversee the ownership, management and maintenance of common areas for mutual best interest of all residents. Membership in the homeowners association is mandatory, if applicable. It is anticipated that the association fee will be \$ **\$1,500.00** annually. This fee may be collected by the management company annually or in monthly or quarterly installments according to the terms of the association's bylaws. The amount of this fee is subject to change annually per the vote of the association board and the terms of the bylaws.

Purchaser is hereby notified per the terms set forth by the Covenants and Restrictions, an initial assessment fee (or capital contribution) for the Homeowners Association, if applicable, will be due at closing. This initial assessment fee shall be \$ **\$1,200.00** and is the responsibility of Purchaser. This is a one-time fee and is in addition to the Annual Homeowners Association Fee, which shall be prorated as of the date of closing.

If you are part of a homeowners association, Articles of Incorporation, Bylaws and Restrictive Covenants exist for it. These have been recorded with the municipal recorder's office. As a homeowner in the community you will automatically be made a member of the homeowners association. As such, you will be responsible for abiding by certain community restrictions and conforming to uniform standards for the community. All Restrictions are enforced by the board of the homeowners association and not the developer, Seller or local municipality.

Restricted Areas

Whether or not you are part of a homeowners association, areas of the community may have been designated as Common Areas, Flood Plain, Floodway, Riparian Setback, Conservation Area, Conservation Easement, Protected Property, Preservation Area, Natural Habitat, Scenic Buffer, Scenic Preserve, and/or by any other designation that has been so created to provide for specific or general protection and preservation of the environment, vegetation, animal life and/or habitat of the subdivision (herein collectively referred to as "Restricted Areas").

These Restricted Areas entail specific and detailed restrictions and prohibitions that govern the access, use, modification and maintenance of these areas. Laws of the municipality, state and federal agencies and/or other entities with jurisdiction over the subdivision may govern these restrictions. The Restricted Areas may be referenced in the Covenants and Restrictions and/or recorded plat for the subdivision.

Purchaser acknowledges that it has been informed that Restricted Areas are located within the subdivision. Purchaser accepts sole responsibility for understanding and abiding by any and all requirements of such designations regardless of the accuracy, completeness or timeliness of written documentation provided by Seller. Purchaser agrees to hold Seller harmless from any and all claims that may result from Purchaser(s)'s actions with respect to Restricted Areas located within the subdivision.

Additionally, if your home is a condominium you will also be responsible for adhering to the terms, conditions and obligations of a member of the condominium association.

We have read and understand the above disclosure:

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

The Drees Company, Seller

Division President

()

Title:

Date:

Authorized Representative



Direct Payment Addendum

This Addendum is in reference to the Construction and Purchase Agreement dated 08/04/2025 , between Stella V, Prakash M referred to as Purchaser(s), and The Drees Company referred to as Seller, for consideration of the purchase of real estate and a residence on Lot # 0012, of the ELEVATE BY DREES - CINCINNATI Community.

Purchaser is hereby granted the right to make any payments due Seller pursuant to the Construction and Purchase Agreement by Automated Clearing House ("ACH") transfer pursuant to the terms and conditions of this Addendum. In the event the Purchaser elects to make any payment to Seller by an ACH transfer, Purchaser shall direct its bank or other financial institution to forward the payment to The Drees Company's Fifth Third Bank Account.

Purchaser agrees to comply with all requirements of The Fifth Third Bank and its financial institution in connection with such ACH transfer and pay any fees imposed by its financial institution in connection with such transfer. Once the ACH transfer has been completed, Purchaser waives its right to rescind such transfer and Purchaser acknowledges that any payment that the Purchaser is entitled to receive from Seller pursuant to the Construction and Purchase Agreement shall be made by Seller by corporate check.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

The Drees Company, Seller

Division President

()

Title:

Date:

Authorized Representative



Finance Addendum

To: Stella V, Prakash M herein Purchaser(s)
From: The Drees Company, herein Seller or Drees
Property Address: Amphere Valey
Date: 08/04/2025

Per the terms of The Drees Company Construction and Purchase Agreement (herein Agreement) of which this addendum is hereby made part, Purchaser shall provide to Seller a mortgage loan commitment within 30 days of the date Seller accepts Agreement. Drees encourages Purchaser to use the services of First Equity Mortgage, Incorporated (herein FEM) for Purchaser's financing needs. This Addendum shall set forth the terms by which Drees shall encourage, but not require, Purchaser's use of FEM and indicate Purchaser's understanding of their mortgage and finance options.

Important Disclosure

Drees has a business relationship with and is the sole owner of First Equity Mortgage, Incorporated (NMLS 21157). Because of this relationship, this referral may provide Drees with financial and other benefits. **YOU ARE NOT REQUIRED TO USE FIRST EQUITY MORTGAGE, INC. AS A CONDITION OF YOUR PURCHASE OR FINANCING OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

The following financial incentives are included with this Agreement subject to terms and conditions:

A. Rate Lock and/or Closing Costs: Seller shall pay up to \$88,766.00 towards the cost of the rate lock, discount points and/or other Purchaser closing costs (herein Closing Cost Incentive) provided Purchaser uses FEM for their mortgage financing needs. Note: The FEM extended lock program has a commitment fee equal to 1% of the loan amount which shall be paid by the borrower and credited back at closing.

B. Promotional Discounts: The Agreement includes discounts offered by Seller with a total value of \$0.00 (herein Total Discount). Out of the Total Discount \$566,778.00 shall be conditioned on Purchaser's use of FEM for their financing needs (herein Conditional Discount), unless the Purchaser pays in cash without need for a lender. If the Purchaser elects to use another lender, the Total Discount will be reduced by this amount.

Purchaser Financing Election. Purchaser shall indicate their desired financing by initialing ONE of the options below:

 X Option 1

Purchaser shall use FEM for its mortgage financing. Subject to Purchaser financial qualification, Purchaser shall receive the Closing Cost Incentive and the Total Discount. If Purchaser, in good faith, applies for financing with FEM and does not qualify but can obtain financing elsewhere, or if Purchaser pays in cash without need for a lender, the Purchaser shall receive the Total Discount and not the Closing Cost Incentive.

 Option 2

Purchaser shall finance the purchase with cash without need for any lender. Purchaser shall receive the Total Discount and not the Closing Cost Incentive. Purchaser shall provide Seller with proof of funds or make application with FEM, at Seller's discretion, prior to Seller acceptance of Agreement.

 Option 3

Purchaser shall obtain mortgage financing through an alternate lender. Purchaser declines both the Closing Cost Incentive and the Conditional Discount. If applicable, Purchaser shall receive that portion of the Total Discount which exceeds the Conditional Discount. Purchaser further agrees:

- 1. Purchaser shall complete a loan application with FEM prior to Seller acceptance of Agreement.
- 2. Mortgage loan approvals auto-generated from internet mortgage loan providers will not be accepted.
- 3. Purchaser shall be responsible for communication of all contract documents, including subsequent contract changes affecting contract price and loan amount to the lender.
- 4. Purchaser will be responsible for all closing costs.

In any event, no unused portions of the Closing Cost Incentive or Total Discount may be used to otherwise reduce the price of the home or shall be paid in cash or in any other consideration to Purchaser. If later Purchaser changes their Financing Election to an Option different from the one initialed above, Purchaser agrees to abide by all terms of the new Option elected.

| | |
|---------------------------|-------------|
| Purchaser | Co-Buyer 1 |
| (Stella V) | (Prakash M) |
| Date: | Date: |
| Division President | |
| The Drees Company, Seller | |
| () | |
| Title: | |
| Date: | |
| Authorized Representative | |



Disclosure Statement

For Affiliated Business Arrangement

To: **Stella V, Prakash M**

Property Description: - ELEVATE BY DREES - CINCINNATI
Date: 08/04/2025

West Street , , Green wood , , 456789 ,US
(Name & Address)

From: **Drees Homes**
211 Grandview Dr.
Suite 300
Ft. Mitchell, KY 41017

This statement is to give you notice that Drees Homes (hereinafter referred to as "Drees") has a business relationship with and a financial interest in **First Equity Mortgage, Incorporated**, dba First Equity Mortgage, Inc., (NMLS 21157), 211 Grandview Drive, Suite 102, Ft. Mitchell, KY 41017 (here in after referred to as "First Equity"). First Equity is a wholly-owned subsidiary of The Drees Company. Shareholders of The Drees Company are also Directors of First Equity. Because of this relationship, this referral may provide Drees or its related entities with a financial or other benefit.

Set forth below are the estimated charges or range of charges which First Equity generally charges for the following settlement services:

| SERVICE | NORMAL COST OF SERVICE |
|-------------------------|------------------------|
| Origination Fee | \$1,095.00 |
| Commitment Fee | \$1,000.00 |
| Appraisal Fee | \$450.00 - \$800.00 |
| Credit Report Fee | \$180.00 |
| Flood Certification Fee | \$15.00 |

You are **NOT** required to use First Equity as a condition for purchase or financing of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.**

I/We have read this disclosure form, and understand that Drees is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Division President

The Drees Company, Seller

()
Title:
Date:
Authorized Representative



Disclosure Statement

For Affiliated Business Arrangement

To:
Stella V, Prakash M

Property Description: Amphere Valey , ELEVATE BY DREES - CINCINNATI

West Street , Green wood , 456789 ,US
(Name & Address of Purchaser)

Date: 08/04/2025

From: **Drees Homes**
211 Grandview Dr.
Suite 300
Ft. Mitchell, KY 41017

This statement is to give you notice that Drees Homes (hereinafter referred to as "Drees") has a business relationship with and a financial interest in **Terry Monnie Title Company**, 211 Grandview Drive, Suite 101, Ft. Mitchell, KY 41017 (hereinafter referred to as "Terry Monnie Title"). TMT Holdings Group, LLC, an Ohio limited liability company, whose sole member is Stability Title Agency Inc., wholly owned by First Equity Mortgage, Inc., an Ohio corporation, wholly owned by Drees, has a forty percent ownership interest in Terry Monnie Title. Shareholders of Drees are also Directors of Terry Monnie Title. Because of this relationship, this referral may provide Drees or its related entities with a financial or other benefit.

Set forth below are the estimated charges or range of charges which Terry Monnie Title generally charges for the following settlement services:

| SERVICE | NORMAL COST OF SERVICE |
|------------------------------------|------------------------|
| Owner's Title Policy | *See below |
| Lender's Title Policy/Endorsement | *See below |
| Closing Fee | \$400.00 |
| Title Exam Fee | \$200.00 |
| Title Binder Fee | \$75.00 |
| Recording Service Fee | \$50.00 |
| Lender's Closing Protection Letter | \$40.00 - \$55.00 |

This amount will vary and be based on the purchase price of the subject property based on the title rates established by the appropriate governing authorities.

You are **NOT** required to use Terry Monnie Title as a condition for purchase or financing of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.**

I/We have read this disclosure form, and understand that Drees is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Division President

The Drees Company, Seller
()
Title:
Date:
Authorized Representative

Common Driveway Maintenance Agreement

Specific lots in this community may be subject to and benefited by an easement for access and utilities as set forth in Plat Records. The owner(s) of all lots subject to and benefitting from said easement shall use the common driveway situated on the easement with due regard for the rights of the other parties and their use of such driveway.

1. No party shall use or permit the use of the driveway in any manner which impairs the rights for the other parties to their use nor shall any party park or store vehicles or other personal property on, or permit the obstruction of or encroachment upon the driveway in any manner whatsoever without the concurrence of all parties entitled to use the driveway.
2. Each party shall share in the expense and cost of maintaining, improving and repairing the common driveway as described in the covenants and restrictions or Homeowners Association Documents, except that any damage other than ordinary wear and tear caused by any party or any party claiming through such party, whether by negligence or otherwise, shall be repaired at the expense of such party. The driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Division President

The Drees Company, Seller

()

Title:

Witness our hands Dated:

Authorized Representative



Curated Selections Program Addendum

The Purchaser(s) Stella V, Prakash M elect to participate in the Drees Homes Curated Selection Program. This program provides a faster and more convenient alternative for completing design selections. The Purchaser(s) will choose an attractive pre-selected interior color package from several Curated Selection Packages created by Drees' staff of professional interior designers that will require a single design appointment to fully complete selections.

In addition to the convenience of choosing a prepackaged set of professionally designed selections, the Purchaser(s) will receive a \$2,500 Enhancement Allowance that will be credited to the cost of select designer options that are chosen at the design appointment. Taking part in the Curated Selection Program will expedite the selection process and allow construction to start sooner than the typical selections process allows.

If the Purchaser(s) at any point decides to end their participation in the Curated Selections Program, they will not be eligible to receive the \$2,500 Enhancement Allowance. Ending participation will also result in delays to the start of construction since an additional selections appointment would need to be scheduled at that time.

In order to qualify for the benefits of this program, the Curated Selection Packages cannot be altered or changed in any way. Doing so will end participation in the program and result in the loss of the Enhancement Allowance and cause delays to the start of construction.

The Purchaser(s) hereby agrees to the terms and restrictions of the Curated Selections Program as stated above.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Division President

The Drees Company, Seller

()

Title:

Authorized Representative

Lot Acquisition Addendum

(with Third Party)

This Lot Acquisition Addendum (referred to as Addendum), is executed as of 08/04/2025 by The Drees Company, a Kentucky corporation (referred to as Drees), and Stella V, Prakash M (referred to as Purchaser), and Rajesh Nimmagadda (referred to as Third Party Seller). Drees, Purchaser and Third Party Seller hereby agree as follows:

1 .Recitals

Third Party Seller is the owner of Lot # Leagal Lot Number Testing as shown on the recorded plat of ELEVATE BY DREES - CINCINNATI Community (referred to as the Lot). Purchaser desires to own a single-family residence, and has selected the Lot for that purpose. Purchaser wants Drees to construct the single family residence on the Lot (referred to as the Residence) pursuant to the Elevate by Drees Homes program (referred to as the Program), and Drees wishes to construct the Residence for Purchaser under the Program. Third Party Seller wishes to sell the Lot for the construction of the Residence. Third Party Seller and Purchaser recognize that as a part of the Program, Drees will purchase a lot from a third party for the express purpose of constructing a single-family residence for its customer, but that it is not feasible for Drees to confirm the suitability of the soil and other subterranean conditions on such a lot before its purchase by Drees. feasible for Drees to confirm the suitability of the soil and other subterranean conditions on such a lot before its purchase by Drees. Third Party Seller and Purchaser have entered into an agreement dated 08/28/2025 for the purchase of the Lot by Drees (referred to as the Lot Agreement). Third Party Seller acknowledges that Drees would not have agreed to purchase the Lot if Drees believed the soil and other subterranean conditions of the Lot (collectively referred to as Soil Conditions) were not suitable for the construction of the Residence without additional cost. Purchaser and Third Party Seller acknowledge that the Lot will be purchased by Drees for the sole purpose of the construction of the Residence on the Lot and the eventual sale of the Residence and the Lot by Drees to Purchaser. Drees and Purchaser have entered into a Purchase Agreement dated 08/04/2025 (referred to as the Purchase Agreement) for the construction and purchase of the Residence. Purchaser acknowledges that the total purchase price contained in the Purchase Agreement includes the price of the Lot and that such total purchase price shall be subject to adjustment in the event that the Soil Conditions on the Lot are not suitable for the construction of the Residence without additional cost.

2 .Soil Conditions

Third Party Seller shall cause the Soil Conditions to be in a condition so as to permit the construction of the Residence using normal residential construction techniques, without engineered footings, extraordinary excavation, compaction or piling. If Drees is unable to obtain a building permit for the Lot or if the Soil Conditions require Drees to incur additional costs, engineered footings, extraordinary excavation, compaction or piling to construct the Residence, Drees will notify Purchaser and Third Party Seller of the extent of any remediations necessary for the construction of the Residence on the Lot. Third Party Seller shall then have the option (a) to pay additional construction costs necessary to allow for the construction of the Residence; or (b) to refund the purchase price to Drees and accept reconveyance of the Lot. Within three business days of notification by Drees, Third Party Seller must notify Drees and Purchaser in writing as to which option is acceptable. Purchaser and Third Party Seller acknowledge and agree that any costs associated with remediations to the Lot due to unsuitable Soil Conditions are not the responsibility of Drees. If Third Party Seller exercises option (b) above, and chooses to refund the purchase price to Drees, and accept reconveyance of the Lot, then the Purchase Agreement shall be terminated and Purchaser shall reimburse Drees for all costs incurred by Drees in connection with the development of the Lot and the Residence to be constructed thereon (including an additional overhead expense of 10% of all actual costs incurred). If Third Party Seller fails to choose one of the options specified above in a timely manner or exercises option (a) above, but fails to pay the additional construction costs described above, then Purchaser shall have the option to pay such additional costs or terminate the Purchase Agreement. Upon such termination of the Purchase Agreement by Purchaser, Purchaser shall reimburse Drees for all costs incurred in connection with the Lot and the Residence (including an additional overhead expense of 10% of all actual costs incurred), Drees shall convey the Lot to the Purchaser, and Purchaser shall be responsible for all costs of such conveyance.

3 .Acknowledgement

Drees shall close on the Lot within ten (10) days of having obtained all approvals for construction of Residence and receipt of second deposit from Purchaser. Purchaser acknowledges that in the event the Lot contains unsuitable Soil Conditions for the construction of the Residence and Third Party Seller chooses to refund the purchase price for the Lot to Drees and accept reconveyance of the Lot, then Purchaser shall be responsible for all costs incurred by Drees in connection with the development of the Lot and the construction of the Residence, including, but not limited to, an additional fee in the amount of 10% of all actual costs incurred by Drees. Purchaser also acknowledges that in the event the Lot contains unsuitable Soil Conditions for the construction of the Residence and Third Party Seller fails to either accept reconveyance of the Lot from Drees or pay any additional construction costs described in Section 2 above, then Purchaser shall have the option to either pay such additional construction costs or terminate the Purchase Agreement. Purchaser further acknowledges that if it chooses to terminate the Purchase Agreement, then it shall purchase the Lot from Drees and shall be responsible for all costs incurred by Drees in connection with the Lot and the Residence, including, but not limited to, all costs incurred by Drees in connection with the conveyance of the Lot to Purchaser and an additional fee in the amount of 10% of all actual costs incurred by Drees.

In the event that Purchaser, after making a good faith effort to obtain a mortgage loan commitment, is unable to obtain said commitment prior to the closing and transfer of the Lot, this Addendum shall be null and void and all sums paid to Third Party Seller hereunder, less costs incurred, shall be returned by Third Party Seller to Purchaser and the parties hereto shall be released from any and all obligations hereunder.

Purchaser and Drees agree to the extent any provisions of this Addendum conflicts with the terms and conditions of the Purchase Agreement, this Addendum shall prevail.

Third Party Seller and Drees agree that to the extent any provision of this Addendum conflicts with the terms and conditions of the Lot Agreement, this Addendum shall prevail.

4 .Notices

All notices to Drees, Third Party Seller and Purchaser under this Addendum shall be in writing and shall be deemed properly delivered when and if personally delivered, delivered by overnight private courier service, or mailed by United States mail, registered or certified, postage prepaid, addressed as follows (or at such substitute address as the parties may specify in writing from time to time):

| Third Party Seller | | Purchaser | Drees |
|--------------------|------------------------------|-------------------|------------------------------------|
| Name: | Rajesh Nimmagadda | Stella V | <u>The Drees Company</u> |
| Street: | Nagarjuna Enclave | West Street | <u>211 Grandview Drive</u> |
| City, State, Zip: | Hyderabad, Telangana, 500049 | Green wood 456789 | <u>Ft. Mitchell, KY 41017-2726</u> |
| Phone: | 09700334567 | 4567890 | <u>(859)578-4200</u> |
| By: | | Purchaser | Division President |
| | | (Stella V) | () |
| | | | Title: |
| | | | Date: |
| | | | Authorized Representative |
| Print Name: | RN | | |
| Executed as of | today | | |

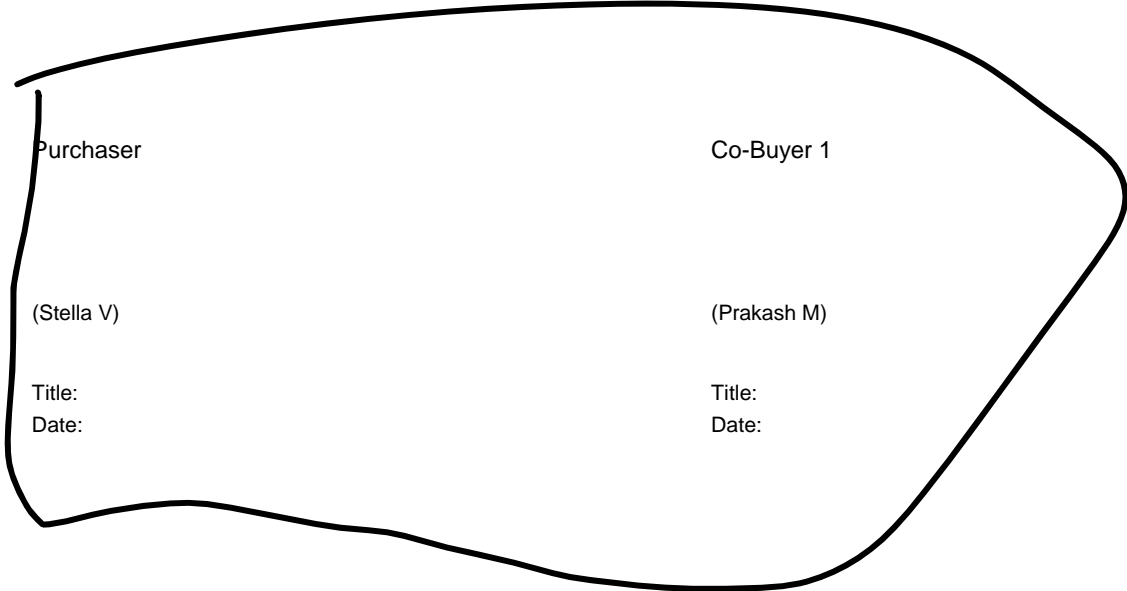
Lot Acquisition Addendum

The Drees Company, a Kentucky corporation, hereinafter referred to as "Seller", and Stella V. Prakash M , hereinafter referred to as "Purchaser", agree to the following additional terms of the Purchase Agreement between Seller and Purchaser (referred to as Purchase Agreement) to which this Addendum is attached:

1. Purchaser has identified and acquired or contracted to acquire the real estate described in the Purchase Agreement (referred to as the Lot) on which the house is to be constructed by Seller. Purchaser acknowledges that the Lot is not part of a community developed by Seller and that Purchaser is familiar with the state of title to and physical conditions of the Lot.
2. Upon execution of this Addendum, Purchaser shall convey or cause to be conveyed to Seller good and marketable fee simple title to the Lot by general warranty deed free, clear and unencumbered, except only the following: (i) nondelinquent real estate taxes and assessments, (ii) easements and restrictions of record which do not adversely affect the construction of the house on the Lot: and (iii) any mortgage to be paid off out of the proceeds of the sale of the Lot to Seller. Purchaser will furnish title evidence, in the form of a current title policy or commitment or title opinion, satisfactory to Seller to show the state of title to the Lot and a current staked survey of the Lot, all at Purchaser's expense. All conveyance fees, recording fees, recording costs and other closing expenses in connection with the conveyance of the Lot will be paid by Purchaser, including taxes and HOA fees.
3. Seller will acquire the Lot from Purchaser based on a value equal to the lesser of (i) the original costs of the Lot, as evidenced by Purchaser's settlement statement; or (ii) the appraised value of the Lot, as evidenced by Purchaser's appraisal report, if any, (referred to as Lot Price) as long as the amount required to pay off any existing mortgage(s) on the Lot (referred to as Mortgage Amount) does not exceed the Lot Price. Purchaser's Settlement Statement or Appraisal Report must be dated within 12 months of this Addendum. No cash proceeds will be transferred to Purchaser upon Lot-closing. The Lot Equity (as defined below) will be applied as additional deposit towards the closing. For the purposes of this Addendum, the Lot Price shall be \$45,678.00 (Item A, below). Purchaser represents that the Mortgage amount is \$12,345.00 (Item B, below). This Addendum and the Purchase Agreement shall be null and void in the event that the Mortgage Amount exceeds the Lot Price. In the event there is a mortgage on the Lot and the Mortgage Amount is less than the Lot Price, the Mortgage Amount will be paid out of the Lot Price to enable Seller to own fee simple title to the Lot, free, clear and unencumbered of the mortgage. The Mortgage Amount will be included in the calculation of the total amount due under the Purchase Agreement. The Mortgage Amount shall be subtracted from the Lot Price and the amount of such difference (referred to as Lot Equity) shall be applied as an additional non-refundable down payment against the purchase price of the house. For the purposes of this Addendum, the Lot Equity shall be \$12,000.00 (Item C, below). Purchaser acknowledges that if Purchaser defaults under the Purchase Agreement, then in addition to any other remedies at law or in equity, Seller may retain the Lot Equity and the Down Payment.

| | |
|--|--------------------|
| A) Lot Price | |
| (Provide Settlement Statement and appraisal, if any) | <u>\$45,678.00</u> |
| (B) Mortgage Amount (if any) | <u>\$12,345.00</u> |
| (C) Purchaser's Lot Equity/Additional Deposit | <u>\$12,000.00</u> |

4. Purchaser agrees with Seller as follows with respect to the Lot:
 - (a) Purchaser represents that the soil conditions of the Lot are adequate for construction of the house using standard techniques, footers and foundations. In the event that Seller discovers rock or soil conditions that require extraordinary excavation, compaction or piercing, then Seller will notify Purchaser of the amount of additional cost as a result of such conditions and Purchaser shall notify Seller of its election to pay such additional cost or terminate the Purchase Agreement. Upon such termination of the Purchase Agreement, Purchaser shall reimburse Seller for all costs incurred in connection with the Lot and house (including an overhead expense of 10% of all actual costs incurred) and Seller shall reconvey the Lot to Purchaser, with Purchaser responsible for all costs of such reconveyance.
 - (b) Purchaser represents that all utilities are available at the property line of the Lot with adequate capacity to service the proposed house. Customary tap fees or connection fees are included in the residence purchase price, however, Purchaser shall be responsible for payment of all special assessments, impact fees and other similar charges.
 - (c) Purchaser represents that the Lot is zoned residential and not subject to any restrictions or easements except as indicated on an additional addendum or set forth on the survey furnished to Seller. Purchaser shall be responsible to obtain any required approvals under the restrictions prior to commencement of construction by Seller. Purchaser shall reimburse Seller for any additional expenses incurred by Seller to comply with restrictions. Seller will endeavor to locate the house on the Lot as shown on site plan furnished by Seller to Purchaser, subject, however, to soil, easements, restrictions or other site conditions which may adversely affect the proposed house location.
 - (d) Purchaser represents and warrants to Seller that the Lot has not contained, nor does it currently contain, any hazardous substances, hazardous materials or hazardous waste, nor is any remediation of such real estate required pursuant to any applicable federal, state or local laws or regulations, nor has any event or remediation occurred which would give rise to liability or costs incurred by Seller relating to or arising out of any previously existing or currently existing environmental condition of such real estate.
5. As set forth in the Purchase Agreement, Seller may elect to void the Purchase Agreement under certain circumstances, including the presence of governmental or utility company restrictions. If Seller elects to void the Purchase Agreement, then Purchaser shall promptly reimburse Seller for all costs incurred in connection with the Lot, the house and the Mortgage Amount (including an overhead expense of 10% of all actual costs incurred, including the Mortgage Amount). Upon receipt of such payment, Seller will reconvey the Lot to Purchaser by limited warranty deed (with Purchaser responsible for all costs of such reconveyance) and the parties shall be released from further liability hereunder. In the event that Purchaser, after making a good faith effort to obtain a mortgage loan commitment, is unable to obtain said commitment prior to the closing and transfer of the Lot (as such time period may be extended by Seller), this Addendum shall be null and void and all sums paid to Seller hereunder, less costs incurred, shall be returned to Purchaser and the parties hereto shall be released from any and all obligations hereunder.
6. Notwithstanding the provisions in the Purchase Agreement to the contrary, (i) at Closing, Seller shall convey the Lot to Purchaser by limited warranty deed subject to all real estate taxes and assessment and all easements granted in connection with utility services to the Lot; and (ii) Purchaser shall be responsible for the payment of all real estate taxes and assessments with respect to the property from and after the date hereof; therefore, there will be no proration of real estate taxes or assessments; and (iii) Purchaser shall be responsible for all conveyance fees, recording fees, and recording costs in connection with the conveyance on the Lot as improved to Purchaser. In addition, at Closing, the Purchase Price for the house to be paid at Closing shall be increased by the Lot Price.



Loyalty Program Addendum

Purchasers are eligible to receive the Drees Homes' Loyalty Program discount of 1% of the base price on a build-to-order home or 1% of the sales price on a market-ready home if they meet the following criteria:

1. Purchaser has previously purchased a home from Drees Homes in the past.

2. Purchaser was the original owner of the home and purchased directly from Drees Homes.

3. The home was purchased at least two years prior to the date of this new Purchase Agreement.

4. At least one of the current Purchasers' names (or prior legal name) that are listed on the current Purchase Agreement must have been a Purchaser on the previous purchase.

To verify the Purchaser’s eligibility for the Loyalty Program discount, please provide the following information:

Previous Qualifying Street Address: Flat No:517,
SR Fortune City Apartments

Previous Qualifying Address' City and State: Hyderabad

Date Purchaser Closed on Previous Qualifying Address: 08/19/2025

Dollar Amount of Loyalty Discount if Eligible: \$1,451.00

If the Seller, in its sole determination, concludes that the Purchaser is not eligible for the Loyalty Discount after reviewing the above information, the above Loyalty Discount amount will not be applied to the Purchase Price of the home and the Purchaser will be responsible to pay higher Purchase Price.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Division President

The Drees Company, Seller

()

Title:

Witness our hands Dated:

Authorized Representative



Purchase Commitment

This Purchase Commitment dated between Stella V, Prakash M (herein Purchaser) and The Drees Company (herein Seller) is a commitment to complete a future Construction and Purchase Agreement for a Home Plan/Elevation ALDN / B to be built on Lot # 0012 in the ELEVATE BY DREES - CINCINNATI community. This Purchase Commitment shall be subject to the following terms and conditions:

1. Purchase Commitment Period: Up to 7 calendar days.

This Commitment provides Purchaser up to seven (7) calendar days to submit, receive and decide on all Custom Design Requests (CDR's) and to finalize plan options. Plan options are those that affect the building plans. Purchaser agrees to execute a Construction and Purchase Agreement on or before 11:59 pm on the 7th calendar day following the date of this Commitment (Purchase Commitment Period) after which no plan options shall be changed. If Purchaser does not execute a Construction and Purchase Agreement before the expiration of the Purchase Commitment Period, Seller may retain all sums paid to Seller under this Commitment. If there are unforeseen circumstances caused by the Seller that require the Purchase Commitment Period to be extended (such as additional time needed to price custom requests or an architectural study being required), the Purchaser shall not be penalized. In these cases, the Purchaser agrees to execute a Construction and Purchase Agreement within two days of the Seller delay being resolved or the original terms of the Commitment will apply.

2. Deposit

Purchaser acknowledges having reviewed and signed a Direct Payment Addendum and agrees to provide a **\$87,665.00** deposit to Seller. Verification of the deposit (ACH transfer) must be provided to Seller in order to process this Commitment. The **\$87,665.00** shall subsequently be applied as the first deposit toward a future signed Construction and Purchase Agreement. If Purchaser does not execute a Construction and Purchase Agreement within the Purchase Commitment Period, the deposit shall be retained by Seller and the Lot will be placed back on the market. If for any reason Seller does not execute this Purchase Commitment, the deposit shall be refunded in full to Purchaser.

3. Price Guarantee

Seller shall honor the following base house price and incentive for the specified Lot for the Purchase Commitment Period.
Base House Price for Plan/Elevation/Lot listed above: **\$477,800.00**
First Equity Mortgage Incentive: **\$10,000.00**

4. Custom Design Request (CDR's) and Plan Options

Purchaser acknowledges that they have received a list of plan options that must be finalized prior to signing a final Construction and Purchase Agreement. This also includes any plan based Custom Design Requests (CDR's) that affect the building plans and mechanics of the home. It is essential that all plan based CDR's be submitted at the time this Commitment is signed in order to receive approval and pricing prior to the expiration of the Purchase Commitment Period. No plan changes will be permitted once a final Construction and Purchase Agreement is executed.

5. Requests to Change Lot, Home Plan, or Elevation

Any request by Purchaser to change the Lot, Home Plan, or Elevation during the Purchase Commitment Period must be approved by Seller. If approved, Price Guarantee terms may change, and all other terms of this Commitment shall remain in effect. No extension to the Purchase Commitment Period will be granted for any changes.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Title:
Date:

Title:
Date:

Drees Custom Homes L.P., Seller

Division President

()

Title:
Date:
Authorized Representative



Model Home Lease Agreement

This indenture of lease made and entered into in the City of OH, State of US on 08/04/2025 by and between Stella V, Prakash M hereinafter referred to as the LESSOR or PURCHASER, having a mailing address of West Street , , Green wood , , 456789 ,US and The Drees Company or Drees Homes, hereinafter referred to as LESSEE or SELLER, having its principle place of business at 211 Grandview Drive, Fort Mitchell, KY 41017 as follows:

1. Premises and Demising. Upon the conditions and provisions hereinafter contained, LESSOR does hereby agree to lease unto LESSEE, the following described premises, located in the City of OH , County of Other and State of US and particularly described as follows:

| | |
|------------------|--------------------------------------|
| <u>Community</u> | <u>ELEVATE BY DREES - CINCINNATI</u> |
| <u>Job #</u> | <u>DYLC-0012-00</u> |
| <u>Model</u> | <u>ALDN / B</u> |
| <u>Address</u> | <u>Amphere Valey</u> |

2. Use of Premises. Said premises shall be used and occupied for residential purposes and/or a model home for demonstration and exhibition purposes and/or a sales office in connection with the sale of real estate.
3. Lease Term. This lease shall commence as of 08/04/2025 and shall extend for an original term of from the lease commencement date and shall further continue from month to month after the original term until terminated by written notice from the LESSEE to the LESSOR as hereinafter provided. In no event shall the original term, together with any month to month extensions, exceed a period of five (5) years from the lease commencement date.
4. Termination. This lease may be terminated by the LESSEE at the end of the original term hereof or at any time thereafter, upon the giving of written notice by the LESSEE to the LESSOR not less than ninety (90) days prior to the date set for termination by the LESSEE. If the date set for termination is a date other than the expiration of the original term or the expiration of any lease month thereafter, rental shall be prorated down to and as of the date set for termination by the LESSEE.
5. Rent. LESSEE hereby covenants and agrees to pay LESSOR as rent for the above described premises, the sum of \$ **\$0.00** per month during the original term thereof and each and every month thereafter, said rental to be payable in advance beginning as of the commencement date.
6. Improvements and Alterations by Lessee. LESSEE agrees to make no structural changes or alterations in the premises or the improvements thereon which would in any way diminish the value of the property. Prior to the date of termination of this lease agreement, that portion of the premises which has been used for a model and/or sales office, including any sliding doors which may exist in the garage area, shall be reconverted at LESSEE'S cost into a garage area for residential use in conformity with the standard plan for such model of house. Prior to the termination of this lease, the LESSEE shall provide touch-up painting and carpet cleaning as required to restore the premises to the condition existing as of the date hereof, reasonable wear and tear excluded.
7. Real Estate Taxes. LESSEE shall, during the term of this lease and any extensions thereof, pay all real estate taxes and assessments of every nature levied and assessed against the leased premises, including all buildings and improvements thereon. If LESSOR receives the real estate tax bill from the county and/or city, LESSOR will forward, at his earliest possible convenience prior to the due date, said tax bill to the LESSEE for payment. Upon termination of this lease, any real estate taxes which have been levied against the subject premises, not yet due and payable, shall be prorated between the LESSOR and the LESSEE as of the date of termination of this lease, and LESSEE shall forthwith pay over to LESSOR the LESSEE'S share of said taxes.
8. Insurance. LESSEE shall, at its sole cost and expense during the term hereof and any extensions hereof, keep property insurance on the buildings on the leased premises against loss or damage (excluding landscaping). Said policy of insurance shall insure the LESSOR and the LESSEE as their interest may appear, and shall also be payable, if LESSOR so requires, to the holder of any mortgage pursuant to a standard mortgagee clause, without contribution, if attainable.
- LESSEE shall at its sole cost and expense during the term hereof and any extensions hereof carry and maintain general liability insurance in an amount not less than \$1,000,000. Said general liability insurance policy shall name the LESSOR as "Additional Insured" in respect to said Premises.
- LESSEE shall cause to be delivered to LESSOR and/or LESSOR'S mortgagee, upon request, evidence that LESSEE has obtained the insurance required under this numbered paragraph.
9. Utilities and Other Charges. LESSEE shall during the term hereof and any extensions hereof pay all charges for utility services used or supplied to the leased premises, and further shall pay all maintenance charges, landscaping maintenance charges, and homeowner's association fees, if any, charged against the premises.
10. Damage or Destruction of Leased Premises; Condemnation. In the event that the residence building on the leased premises shall, without any fault or neglect on the part of the LESSEE, be destroyed or damaged by the elements or other cause, so as to be unfit for occupancy or for use as a model/sales office for the purposes of the LESSEE, the LESSEE shall not be liable for rent for the premises from and after the time LESSEE shall have surrendered possession of said premises to the LESSOR and upon surrender by LESSEE, this lease shall terminate.
- In the event that all or any part of the leased premises is appropriated or otherwise taken or acquired under the power of eminent domain or by paramount authority, then LESSEE shall have the right and option to terminate this lease by giving written notice of such intention to the LESSOR at any time within thirty (30) days after the date upon which title vests in the condemning authority. If, in the event that any part of the building or improvements on said premises are appropriated or taken as herein above described, the LESSEE does not elect to terminate this lease, the rental shall be reasonably reduced in the proportion that the value of the building or improvement so appropriated bears to the total value of the premises herein leased. In the event this lease is terminated in accordance herewith, the rental shall be adjusted to the date of termination and LESSEE shall have no further duty or obligation hereunder.

11. Repairs and Maintenance. The LESSEE shall make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, and will keep the leased premises and building thereon in good condition and repair, except for reasonable wear and tear.

12. Offset Statement, Attornment and Subordination. Within ten (10) days after request by LESSOR, or in the event that upon any sale, assignment or hypothecation of the leased premises, an offset statement shall be required from LESSEE; LESSEE agrees to deliver in recordable form a certificate to any proposed mortgagee or buyer or to LESSOR certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LESSEE.
LESSEE shall, in the event any proceedings are brought for the foreclosure of, or in the event of any exercise of the power of sale under any mortgage by the LESSOR covering the leased premises, attorn to the buyer upon any such foreclosure or sale and recognize such buyer as the LESSOR, subject to all of LESSEE'S duties, obligations, rights and options under this lease.
Upon request of LESSOR, LESSEE will subordinate its rights hereunder to the lien of any first mortgage now or hereafter enforced against the leased premises or any party, hereof provided however, that a condition precedent to LESSEE'S requirement to subordinate hereunder shall be that LESSEE, upon any default in the terms of such financing by LESSOR, shall have the right to pay the rental due hereunder directly to the mortgagee and, so long as LESSEE does so pay the rentals as herein provided, this lease and all LESSEE'S rights and options hereunder shall remain in full force and effect as to such mortgagee.

13. Prohibition Against Encumbrances. Except for the first mortgage executed and delivered by the LESSOR to a financial institution as of the date of this lease, neither the LESSOR nor the LESSEE shall cause or permit any lien or other encumbrance against the leased premises, excepting the lien for real estate taxes which shall be paid by the LESSEE when due as herein required.

14. Remedies on Default. If default is made in the payment of the rental or any part thereof or in the observance or performance of any of the terms, conditions or agreements herein contained to be performed by the LESSEE, LESSOR shall have the following remedies, provided that LESSOR has first given LESSEE written notice specifying such default and LESSEE has failed to cure such default within thirty (30) days after receiving said notice.

A) LESSOR may sue to collect any and all sums which may accrue to LESSOR by virtue of the provisions of this lease or for any and all damage that may accrue by virtue of the breach of this lease, or both; LESSEE hereby waiving all demand for rent except as herein above provided.

B) LESSOR may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this lease.

C) LESSOR may, without further notice to LESSEE and without demand for rent due or for the observance or performance of any of said terms conditions or agreements, except as herein above provided, terminate this lease, re-enter said premises and remove all persons and property therefrom, with or without process of law.

15. Surrender of Premises; Removal of Improvements and Personal Property. LESSEE shall, upon termination of this lease, surrender up and deliver the premises together with all improvements made thereon by LESSEE in as good order and repair as when first received or constructed by it, reasonable wear and use thereof and damage by fire and the elements excepted. All carpeting, wallpaper, curtain rods, curtains and household kitchen appliances installed and maintained by LESSEE during the term of the lease shall remain with the leased premises and become the property of the LESSOR. All furniture and other items of personal property belonging to the LESSEE during the term of this lease shall be removed by the LESSEE from the leased premises within ten (10) days after the termination of this lease.

16. Notices. All notices, demands and requests which may or are required to be given by either party to the other party shall be in writing. All such notices, demands and requests by LESSOR to the LESSEE shall be sent to LESSEE at the address designated in the introduction of this agreement for LESSEE or at such other place as LESSEE may from time to time designate in writing. All such demands, notices and requests by LESSEE to LESSOR shall be sent to LESSOR at the address set forth in the introduction of this agreement for LESSOR or at such other place as LESSOR may from time to time designate in writing.
All such demands, notices and requests shall be personally delivered or sent by Certified United States Mail, postage prepaid. Any notice sent by Certified United States Mail shall be deemed received by the addressee on the third day next after depositing of said notice in the United States Mail.

17. Memorandum of Lease. Either party hereto, shall, at the request of the other, execute a Memorandum of Lease, in recordable form pertaining to this agreement.

18. Limited Warranties. LESSEE shall warrant the residence in accordance with the terms and conditions of the Limited Warranty attached hereto as Exhibit A. The term of such limited warranty shall commence on the date LESSOR acquires title to the leased premises. Additionally, LESSEE shall assign to LESSOR all of the manufacturer's warranties on appliances and equipment included in the residence.

| | |
|----------------------------------|-------------|
| Purchaser | Co-Buyer 1 |
| (Stella V) | (Prakash M) |
| Date: | Date: |
| Division President | |
| The Drees Company, Seller | |
| () | |
| Title: | |
| Authorized Representative | |

Broker Protection Agreement

The Drees Company welcomes your participation in the sale of our homes. We have developed these guidelines to protect your finder's fee and to eliminate any misunderstandings. In recognition of your help with a sale, we will pay a finder's fee upon transfer of title. This applies to homes to be built and homes already built:

PROCEDURES TO BE FOLLOWED IN ORDER TO QUALIFY FOR COMMISSION:

1. Registration: You must completely fill out ALL Prospect information below to receive any commission. You must physically bring a Prospect to a Drees Company sales office, introduce your Prospect to our Market Manager, and sign this form.

For your convenience, you only need to register your Prospects at one sales office. We do advise you to tell your Prospects that if they visit another Drees sales office, they should tell our Market Manager that they are registered Prospects of yours. This will eliminate any confusion on the part of our Market Managers.

2. Basis For Computing Commission: Should the Broker's Prospect purchase either a market home or a property to be built from The Drees Company's models or plans, the Broker shall be due a commission provided the sales contract is executed within 60 days of execution of this form. The Drees Company will pay a commission in accordance with a separate Commission Agreement between Buyer and Broker executed prior to visiting this Drees community. This commission fee will be up to or equal to % of the initial contract price, excluding lot costs, site expenses, and outside vendor allowances, and shall not exceed the amount stated in the Buyer /Broker Agreement previously executed. The Buyer shall be responsible for the payment of any remaining fee due Broker under such commission agreement. If a registered Prospect returns to the property with another Agent, and should this Agent submit an offer acceptable to The Drees Company, The Drees Company is not liable for a commission to the original Agent.

3. Broker Protection: You will be protected for 60 days from the initial registration visit at our sales offices. You can always reregister your Prospect for an additional 60 days, provided that they are still actively in the market for a new home. Re-registration must be submitted in writing on a new Drees Broker Protection Agreement, and signed by all parties.

4. Sales Price: We do not increase the prices of our homes to cover your commission so the price is the same whether or not a Prospect buys through you or direct from us. This protects your relationship with your Prospect. Sales prices of similar homes may vary from one community to another or amongst lots or sections of the same community because of differences in building codes, land costs, lot costs or site building conditions.

5. Procuring Cause: Your introduction of a Prospect to our Market Manager must be the Prospect's "first visit" to our sales office. This means the Prospect must not have visited our sales office within the past 30 days. Contact between a Drees Market Manager and the customer within 30 days prior to the registration visit voids any co-op sales agreement between Drees and the Broker.

6. Contracts and Earnest Money: All contracts are to be made on a Drees standard sales contract. Our Market Manager will write the contract. Earnest money will be held by us in our own account. Required earnest money amounts may vary so check with our Market Manager. We will retain all earnest monies in the event of default by the buyers.

7. Contingency Contracts: Depending on market conditions, we may or may not accept contracts contingent upon the sale of your Prospect's home. Check with our Market Manager.

8. Walk Through: Approximately 5 (five) days prior to Closing, the completed home will be presented to the Purchaser at the New Home Presentation. Our normal customer care and closing procedures will apply (except sales of furnished model homes).

9. Closings: We schedule all closings. All commissions will be paid at closing of the transaction. In the event of a conflict between the terms of this Broker Protection Agreement and the terms of any applicable Realtor/Builder Cooperative Sales Guidelines established by a local Board of Realtors and Home Builders Association, the terms of this Broker Protection Agreement shall be controlling.

NOTE: Real Estate Agents who use and list properties for sale on a Multiple Listing Service (MLS) - a local marketplace used by real estate professionals (both Buyer Brokers and Listing Brokers) to share information about house inventory in a particular area - are required to enter into written agreements with Prospects **BEFORE** touring a home. **Broker fees and commissions are fully negotiable and not set by law. The commission listed herein may not be open-ended.** Notwithstanding any separate agreement between Broker and a Prospect, Drees shall not be responsible to Broker for any compensation or payment beyond the commission set forth in the Commission Agreement.

| | | | |
|-------------------------|--------------------------------------|-----------------------------|----------------------------|
| Prospect(s) Name | <u>Stella V, Prakash M</u> | Broker Firm | <u>Rica Greenwood</u> |
| Address : | <u>456West Street</u> | Agent Name (Please print) : | <u>Lee Easter</u> |
| City State Zip : | <u>OH US 56789</u> | Agent License # : | <u>Leee12345</u> |
| Phone Number : | <u>4567890</u> | Office Address : | <u>4903 Woodrow Avenue</u> |
| Drees Market Manager : | <u>Akash SV</u> | City State Zip : | <u>Austin TX 78756</u> |
| Drees Community : | <u>ELEVATE BY DREES - CINCINNATI</u> | Phone Number : | <u>6789449500</u> |
| | | Agent Email : | <u>lea@test.com</u> |
| | | Agent Signature : | |
| Prospect(s) Signature : | | Date : | |



Commission Agreement

Drees as principal and not as agent, agrees to pay commission to (referred to as Broker), for efforts related to the following Purchase Agreement:

Lot No./Community : 0012 / ELEVATE BY DREES - CINCINNATI
Purchaser Name(s) : Stella V, Prakash M
Date : 08/04/2025

The commission shall be 3.00% of the initial contract price (less allowances, additional financing cost, closing costs, etc.), and shall not exceed the amount stated in the Buyer / Broker Agreement previously executed. **NOTE: Brokerage fees and commissions are fully negotiable and not set by law. The commission listed herein may not be open-ended.**

The commission shall be earned, due and payable upon conveyance of title.

Firm Name : Rica Greenwood
Firm License # : 12356789
Agent Name : Lee Easter
Agent License : Leee12345
Address : 4903 Woodrow Avenue
City, State Zip : Austin TX 78756
Agent Phone Number : 6789449500
Email Address : lea@test.com

Purchaser Co-Buyer 1

(Stella V) (Prakash M)

Title: Title:
Date: Date:

Realtor/Broker Akash SV 08/25/2025
Drees Homes Authorized Representative Date

Drees Custom Homes L.P., Seller

Realtor/Broker

(Lee Easter)

Title:
Date:

Model Home Sale Warranty

The Warranty for a Model Home Sale will be the standard Drees Home Warranty as modified herein:

When taking possession of a Model Home, it is considered a used home because of its age and wear and tear during use. It should be in good condition but is considered "as is." The following are guidelines to be used when determining what items are defects and warrantable

- 1 . **FLOORING**-which includes all Carpet, Vinyl, Hardwood, Ceramic Tile, etc. that has color variation due to aging, wear or use are not defects and will remain "as is."
A. Carpet may be professionally cleaned if necessary. Seller makes no representation regarding removal of stains after cleaning.
B. Vinyl areas should not have cuts, tears or severe abrasions. If vinyl floors need repair, they will be patched with new vinyl, not replaced.
C. Hardwood floors will not be replaced, re-sanded or refinished because of shading, fading, scratches, nicks or cracks due to aging and normal wear and tear.
- 2 . **DRYWALLFINISH AND TEXTURE**- will remain as is, including paint; however; nail holes, nail pops, loose or torn tape and corner bead will be repaired and painted. Paint color variations should be expected. Interior Paint and Wall Coverings will remain "as is." This includes decorative painted walls. Picture hanging kits, nails, etc. will not be removed.
- 3 . **KITCHEN COUNTER TOPSANDBATHVANITYTOPS**-andall flat surfaces remain "as is."
- 4 . **FINISH WORK**- including, but not limited to Trim, Cabinets, Rails, Windows, Window Sills, and Doors will remain "as is."
- 5 . **MECHANICAL EQUIPMENT ANDAPPLIANCES**- will be clean and functional. The only warranty available on all mechanical equipment and appliances is any manufacturer's warranty that remains. For additional information on manufacturers' warranties, ask the Market Manager to review the Magnuson Moss Warranty Manual.
- 6 . **DRAPERIES, CURTAINS, WINDOW SHADES, WINDOW BLINDS**- and all other decorative items remain "as is" per the Purchase Contract Agreement.
- 7 . **INTERIOR CONCRETE, WALLS AND FLOORS** - that are cracked due to expansion contraction or normal settlement that do not leak water are not considered defects and remain "as is."
- 8 . **GARAGES** - that have been converted from office space may have damage to floors, walls and ceilings. These are not considered defects; however; holes, chips and gouges in floors, walls and ceilings will be plugged, patched or repaired. Color variations should be expected. Garage can lights may be removed due to local code.
- 9 . **EXTERIOR TRIM, CLADDING, CONCRETE AND PAINT** - will remain "as is."
A. Exterior Trim or Caulking will be repaired or redone as necessary to provide a watertight exterior envelope.
B. Any work done to the exterior to make it watertight will be painted.
C. Landscaping and Lawn remain "as is." Lawn irrigation system to be operational the date of closing, but is not warranted.
D. Exterior Concrete remains "as is." Normal settlement cracks, expansion/contraction cracks are not defects.
E. New Concrete will have color and texture variations compared to existing concrete.
- 10 . **WARRANTY VISITS** - after taking possession, and if necessary, a 90-day follow up will be provided to address normal warranty items, excluding any cosmetic repairs. You will also receive a 10-year structural warranty from the date of closing.

Model Home Sale Warranty Additional Notes : Elevate Cincy

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Community

ELEVATE BY DREES - CINCINNATI

Property Address

Amphere Valey

Division President

The Drees Company, Seller

()
Title:
Date:
Authorized Representative

FHA/VA Financing Addendum

Reference is made to a contract dated on or about the date hereof (hereinafter referred to as the "Agreement"), by and between THE DREES COMPANY, a Kentucky corporation (hereinafter referred to as "Seller") and Stella V, Prakash M (hereinafter referred to as "Purchaser") for the sale of Property as defined in the Agreement.

Community : ELEVATE BY DREES - CINCINNATI

Lot # : 0012

1. **VA LOAN:** If Veterans Administration (herein "VA") financing is utilized in the purchase of Property, notwithstanding anything in the Agreement to the contrary, the Purchaser's Deposit shall be placed in an escrow account as required by Title 38, U.S. Code, Section 1806. It is expressly agreed that, notwithstanding any other provisions of this Agreement, Purchaser shall not incur any penalty for forfeiture of the Deposit or otherwise be obligated to complete the purchase of the Property described herein, if the Purchase Price exceeds the reasonable value of the Property established by the VA or if Purchaser is not approved by the VA and the lender. In the event the Certificate of Reasonable Value (CRV) is less than the amount of the Purchase Price, Purchaser shall have the option, for five (5) days after receipt of the VA appraisal, to proceed with the consummation of this Agreement without regard to the amount of reasonable value established by the VA by giving Seller written notice of its intention to do so within said five (5) days. In the event that Purchaser does not so elect, then Seller shall have the option of reducing the Purchase Price to the VA appraised value. This option must be exercised by Seller within seven (7) days after delivery to the Purchaser of the VA appraisal by giving Purchaser written notice of its intention to do so. If Seller elects to reduce the Purchase Price to the appraised valuation, Purchaser covenants and agrees to be bound to proceed to closing at the appraised valuation price. If Seller does not elect to reduce the Purchase Price after the Purchaser's refusal to consummate this Agreement at its full price, then this Agreement shall be null and void. This Agreement is contingent on VA and the lender's approval of the Property and the Purchaser. If the aforesaid approval is not obtained, it is expressly agreed that Purchaser shall be refunded its Deposit and Agreement shall be null and void.

2. **VA LOAN:** If Purchaser is a veteran and is to obtain a first trust guarantee by the VA, then:

- a.) Seller agrees to deliver the Property on or about 08/04/2025. In the event completion and delivery are not scheduled to occur on or about this date, Purchaser has the option of canceling the Agreement and obtaining a refund of the Deposit.
- b.) Improvements are to be completed in substantial accordance with plans, specifications and approved change orders on file with VA.
- c.) Purchaser agrees to pay for authorized VA inspections. If the loan application is disapproved, the Deposit shall be refunded to Purchaser.
- d.) Purchaser certifies that they have been informed that \$ \$0.00 is a reasonable value of the Property identified herein as determined by the VA and that it was aware of this valuation when Purchaser signed the Agreement. Purchaser agrees to pay Seller in cash at closing the difference between the Purchase Price and the VA reasonable value, and Purchaser does not and will not have outstanding after loan closing any unpaid contractual obligation as a result of such payment.
- e.) It is expressly agreed that, notwithstanding any other provisions of the Agreement, Purchaser shall not incur any penalty by forfeiture of the Deposit or otherwise be obligated to complete the purchase for the Property described herein if the Purchase Price exceeds the reasonable value of the Property established by the VA. Purchaser shall, however, have the option of proceeding with the consummation of this contract with regard to the amount of reasonable value established by the VA.
- f.) Seller assumes responsibility for special assessments or improvement bonds involved in the development of the Property and has not disclosed to Purchaser in writing up to the time the streets are recorded. Thereafter any assessments or improvement bonds imposed will be the responsibility of Purchaser. Homeowner's Association dues and assessments shall be the responsibility of Purchaser.

3. **FHA LOAN:** If FHA financing is utilized in the purchase of Property, Purchaser agrees to pay loan placement fees, inspection fees, appraisal fees and other requirements in accordance with FHA regulations. If the loan application is denied, the Deposit shall be refunded to Purchaser. It is expressly agreed that, notwithstanding any other provisions of the Agreement, Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of Deposits or otherwise unless Seller has delivered to Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the Property (excluding closing costs) for mortgage insurance purposes of not less than the Purchase Price; which statement Seller hereby agrees to deliver to Purchaser after such appraised value statement is made available to Seller. The FHA appraised value shall determine the maximum mortgage the Department of Housing and Urban Development will insure. If said value is less than the Purchase Price, Purchaser shall have the option to proceed with the consummation of the Agreement without regard to the amount of the FHA appraised valuation. HUD does not warrant the value or the condition of the Property and Purchaser shall satisfy himself/ herself that the Purchase Price and condition of the Property are acceptable.

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

This addendum shall not become effective until executed by an authorized representative of the Seller.

Division President

The Drees Company, Seller

()

Title:

Date:

Authorized Representative



General Addendum

The Purchase and Sale Agreement dated 08/04/2025 between1 Stella V, Prakash M (referred to as Purchaser) and The Drees Company (referred to as Seller) for the purchase of a house located on Lot # 0012 of ELEVATE BY DREES - CINCINNATI Community includes the following:

General Addendum Notes: Testing General Addendum Notes

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Date:

Date:

Division President

The Drees Company, Seller

()

Title:

Date:

Authorized Representative

Private Well Addendum

The Purchase Agreement dated 08/04/2025 between Stella V, Prakash M (referred to as Purchaser) and The Drees Company, a Kentucky Corporation (referred to as Seller) for the purchase of a house with an address of 456West Streetincludes the installation of a private water well (referred to as Well) and, as such, shall include the following terms and conditions:

- a. Seller does not warrant that the Well will produce water of any specific quality, or that it will be fit for human or animal consumption or use. All risk of failure to produce water fit for consumption or use shall be borne by the Purchaser, and failure to produce water fit for consumption or use shall not release Purchaser from its obligations under this Agreement. Purchaser shall be solely responsible for the cost to remediate these issues.
- b. Purchaser acknowledges that certain naturally occurring contaminants may be present in the ground water that will supply the Well. Such naturally occurring contaminants may include, but are not limited to, certain minerals, bacteria and toxins, and may render the water produced by the Well unfit for human or animal consumption unless the water is treated on an ongoing basis. Aesthetic problems such as bad taste, odor, high mineral content, staining, "hard water" and other issues may also be encountered. Seller specifically disclaims any guarantee that the water produced by the Well will be free from any such contamination. Purchaser acknowledges being notified of such potential natural contamination by signing this Agreement. Purchaser shall be solely responsible for the cost to remediate these issues.
- c. Seller does not warrant that the Well being constructed will produce water in any specific quantity, or that it will produce water at all. All risk of failure to produce water at a specified quantity shall be borne by Purchaser. There is no guarantee on the lifetime of the Well and/or volume of the water produced. Landscape irrigation, if chosen by Purchaser, shall place an additional burden upon the production of the Well, will further deplete the Well's capacity, and may also affect the water quality. Water used for irrigation may also diminish the water pressure to the home. Purchaser shall be solely responsible for all of these risks and for the cost to remediate these issues.

Witness our hands, dated: 08/26/2025

Purchaser

Co-Buyer 1

(Stella V)

(Prakash M)

Title:
Date:

Title:
Date:

THE DREESCOMPANY,Seller

Akash SV
Authorized Representative

08/25/2025
Date