



NGBS GREEN CERTIFICATION AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Home Innovation Research Labs, Inc. ("the Company"), a Maryland corporation with an office at 400 Prince George's Boulevard, Upper Marlboro, MD 20774, and

Meritage Homes of Arizona, Inc.

("Client") having its principal place of business at:

8800 E Raintree Drive, Suite 300

Scottsdale AZ 85260

regarding Client's participation in NGBS Green Certification Program ("NGBS Green").

WHEREAS, the Company is authorized to certify compliance with the *National Green Building Standard*[™] ("NGBS").

NOW THEREFORE, the parties agree:

1. Client's Project(s) will be certified as meeting the applicable criteria of NGBS Green, available at www.HomeInnovation.com/green, in the sole discretion of the Company, in accordance with the terms of this Agreement. "Project" can be a single-family home, a multifamily building, a mixed-use building, or a land development. Client acknowledges and agrees that certification applies to Projects and not to Client's business or employees.
2. Client will use NGBS Green scoring tools available at www.HomeInnovation.com/GreenScoring to specify the NGBS Green features Client plans to incorporate into each Project seeking NGBS Green certification.
3. Projects seeking NGBS Green certification will be constructed in compliance with the relevant NGBS practices for which certification points are claimed.
4. The Company will issue a certificate for each Project certified as meeting NGBS Green criteria. The form and content of the certificate may be modified at the Company's discretion.
5. Client will hire an NGBS Green Verifier ("Verifier") accredited by the Company to inspect each Project seeking NGBS Green certification and to verify the Project has incorporated the NGBS Green practices claimed toward certification. Verifier must be accredited by the Company at the time of each inspection. Accredited Verifiers are listed at www.HomeInnovation.com/FindNGBSVerifier. Client agrees that fees for verification services are not paid to or by the Company and are not set by the Company or NGBS Green but rather are determined between Client and Verifier. Client warrants that payment or amount of the fee is not dependent on the results of Verifier's inspection.
6. Client will schedule with Verifier the necessary inspections for each Project seeking NGBS Green certification. Client agrees to provide the Verifier with access to each Project, the relevant scoring information, and the necessary documentation that supports the certification.

7. Client will maintain records and supporting documentation for a period of three (3) years.
8. The Verifier will inspect the project and review relevant documents according to the NGBS Green protocol. Verifier will prepare a verification report in the NGBS Green provided format.
9. The Client or a responsible, approved representative of Client, will sign the verification report(s), attesting to the fact that the verified NGBS Green features and/or processes were incorporated into each Project seeking certification. The Client may also waive their right to sign the reports.
10. Client will pay certification fees to the Company (independent of verification fees paid to Verifier) per the NGBS Green fee schedule that is current at the time of the Project's registration.
11. Client's Project will not achieve NGBS Green certification until and unless the Company reviews the verification report and makes a final certification determination.
12. The Company will promptly issue an NGBS Green certificate upon receipt and review of the verification report documenting compliance with NGBS Green criteria and upon the Company's determination, in its sole discretion, that the NGBS Green certification requirements have been met; provided Client is in compliance with this Agreement, and the appropriate fees have been paid.
13. Client's participation in NGBS Green and the location of certified Projects will be made public. The Company shall list the Project on www.ngbs.com and may make public basic project information including the address and certification level.
14. The Company may request timely access to the Project(s) and supporting documentation for quality control over the NGBS Green compliance process. Quality control activities involve periodic spot checks of the verification inspection and documentation review process to ensure accuracy and consistency.
15. Should any Project be found not to have originally (as built) met the criteria for NGBS Green certification, the certification will be revoked or revised, as appropriate, and the new certification status will be communicated to Client by the Company.
16. The Company, in its sole discretion, shall make the final determination regarding any dispute over the level of certification pursuant to NGBS Green, or the points awarded or not awarded toward certification. Client shall not misrepresent the certification status of Projects.
17. The Company shall incur no liability with respect to nonperformance or delay in performing any act required of it under this Agreement, if such nonperformance or delay is caused by act of God or the public enemy, strikes, the requirements of any law or governmental regulations or orders, or any other circumstances beyond the control of the Company.
18. Client shall indemnify, hold harmless, and defend (and pay any and all other expenses and attorney's fees in connection therewith) the Company and its officers, directors, agents, affiliates, and employees from and against any and all actions, liability, loss, claims and demands whatsoever arising out of any actual or alleged acts or omissions of Client in connection with NGBS Green, except to the extent that any such injury or damage is found to be due to the gross negligence or willful misconduct of the Company. The obligations of Client under this paragraph shall survive any suspension, revocation, termination, or cancellation of this Agreement.
19. The Agreement shall commence on the date of execution, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of the Agreement, shall continue for four (4) years. The Agreement may be extended or renewed by mutual agreement.

20. Except as otherwise provided herein, this Agreement may be terminated with cause by either party upon sixty (60) days prior written notice to the other. Notice shall be sent to the signatory at the address in this Agreement, or to such other person and address as the party may designate in writing.

21. This Agreement may be suspended and/or terminated by the Company upon written notice for failure by Client to comply with any term of this Agreement.

22. General marketing guidance for the NGBS Green Certification program is available on the Company's website (www.HomeInnovation.com/MarketGreenCertified), but logos and certification marks associated with NGBS Green Certification are accessible only via a link provided directly to the Client and/or Client's designated marketing representative. Client shall display logos or marks of the Company or NGBS Green only as expressly permitted by this Agreement, unless the Company grants a written exception.

(a) Client acknowledges and agrees that Home Innovation Research Labs has the sole and exclusive right and authority to license others to use the "Home Innovation NGBS Green Certified" mark ("NGBS Green Certified Mark"), the "Home Innovation NGBS Green Registered" mark ("NGBS Green Registered Mark"), the "Home Innovation NGBS Green Partner" mark ("NGBS Green Partner Mark"), and the "NGBS Green Home Innovation Research Labs" mark ("NGBS Green Program Mark"), each of which is set forth below (collectively "the Marks") in their stacked formats; horizontal formats also exist and can be used interchangeably with those included below depending on Client's space considerations in marketing materials. Client further acknowledges and agrees that the Company may change the design, format, or text of the Marks at any time in its sole discretion.



(b) The Company grants to Client, while Client complies with Client's obligations under this Agreement, the non-exclusive right to use the NGBS Green Partner Mark. The NGBS Green Certified Mark may only be used in connection with specific Projects NGBS certified pursuant to this Agreement. The NGBS Green Registered Mark may only be used in connection with specific projects for which Client is actively seeking certification pursuant to this Agreement. Client shall comply with all other terms of use in any style manual or other guidelines concerning use of all the Marks.

(c) Notwithstanding any other provision in this Agreement, Client shall be solely responsible for assuring its use of the Marks complies with all applicable governmental laws, rules, regulations, and guides, including but not limited to any applicable "Guides for the Use of Environmental Marketing Claims" of the Federal Trade Commission.

(d) All use of the Marks by Client shall inure to the sole and exclusive benefit of the Company. Client shall not contest the Company's rights in the Marks. This obligation shall survive any termination of this Agreement.

(e) Client shall not use the Marks in any way that is misleading or otherwise misrepresents the certification status of any Project pursuant to this Agreement. The NGBS Green Certified Mark represents only that the Project is in substantial conformance with the applicable level (Emerald, Gold, Silver, or Bronze for buildings; One Star, Two Stars, Three Stars, or Four Stars for land development) of the NGBS as applicable, and Client agrees not to use the NGBS Green Certified Mark to represent any broader claim. Client will not state or suggest, directly or indirectly, that the Company is guaranteeing,

endorsing, recommending, warranting, or certifying code compliance of the Project that may be certified pursuant to this Agreement. None of the Marks is a representation, warranty, guarantee of Project performance, or certification of code compliance.

(g) No other right or license is granted by the Company to Client, either express or implied, with respect to any other trademark, trade name, service mark, or other intellectual property right owned, possessed, or licensed by or to the Company.

(h) Upon the expiration of this Agreement or any earlier termination thereof: (i) all rights granted to Client hereunder shall automatically revert to the Company; and (ii) Client shall discontinue use of any advertising, marketing, promotional or other material bearing the NGBS Green Partner and/or NGBS Green Registered Marks (the NGBS Green Certified Mark may continue to be used in perpetuity to market any/all Projects that were NGBS Green Certified prior to expiration or termination of this Agreement; certifications never expire).

23. This Agreement has been finally executed in the State of Maryland. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Maryland, without regard to the conflicts of law rules thereof.

24. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement.

25. This Agreement may not be modified orally or in any manner other than by an agreement in writing and signed by the parties.

26. This Agreement supersedes all proposals, oral or written, and all other communications or previous agreements between the parties relating to the subject matter of this Agreement.

27. This Agreement confers rights and obligations only on the parties hereto and is not intended, and shall not be construed, to confer any rights on any person or organization not a party hereto.

28. Client shall carry and maintain, at its expense, a standard commercial general liability insurance policy affording protection with respect to bodily injury, death, property damage, advertising injury, and personal injury of not less than one million dollars (\$1,000,000) per occurrence. The insurance company providing such insurance, as well as the form of such insurance, shall be subject to the approval of the Company; such approval will not be unreasonably denied or delayed. The insurance policy shall add Home Innovation Research Labs and its officers, directors, agents, affiliates, and employees, as additional insureds for liability with respect to or arising out of the work of Client. Such insurance shall be primary and non-contributory and shall contain a provision by which the insurer agrees that such policy shall not be cancelled, materially changed, or not renewed without at least thirty (30) days notice to the Company. Each such policy, or a certificate thereof, shall be given to the Company promptly upon execution of this Agreement.

29. Each party waives all rights and claims against the other party, and its respective agents, affiliates, and employees, and against any of their subcontractors and their agents and employees, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of the party's actual recovery of insurance proceeds therefor.

30. Before any party may commence an action or amend a complaint to add a claim arising out of or in connection with this Agreement, the claim must be submitted to mediation, unless mediation is waived in writing by each party to this Agreement. The complaining party shall send a written demand for mediation to the other party. If the parties fail to agree on a mediator within fifteen (15) days of the

demand, the complaining party may petition the American Arbitration Association or other recognized mediation service for the appointment of a mediator. The mediator shall commence the mediation within thirty (30) days after being selected. The mediation shall be completed no later than fifteen (15) days after being commenced. The costs of the mediation shall be shared equally between the parties. The costs of the mediation are recoverable by the party that prevails in any subsequent litigation of the claim.

31. BY THE EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CONDUCT, OMISSION, OR STATEMENTS (WHETHER VERBAL OR WRITTEN) OF ANY PARTY WITH RESPECT THERETO. THIS PROVISION HAS BEEN NEGOTIATED BY THE PARTIES AND IS A MATERIAL INDUCEMENT TO THE PARTIES TO ACCEPT THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized officer of each party on the indicated dates, to be effective as of the day and year when fully executed.

HOME INNOVATION RESEARCH LABS, INC.

DocuSigned by:



Signature

876F8A88A782499...

Date _____

Name William M. Ingley
(Printed or Typed)Title Vice President and CFO
(Printed or Typed)**CLIENT**

DocuSigned by:



Signature

87D18CD19CA8402...

Date Name Mike Mansfield
(Printed or Typed)Title Builder Manager
(Printed or Typed)