



PURCHASE CONTRACT

This Purchase Contract ("Purchase Contract") is entered into as of **[CONTRACTDATE]**, by and between:

BUYER

[FIRSTNAME0000] [LASTNAME0000]

[FIRSTNAME0001] [LASTNAME0001]

[STREETADDRESS10000]

[CITY0000], [STATE0000] [ZIP0000]

(collectively and individually, "Buyer")

SELLER

The Paragon Building Group, Ltd.

doing business as Virginia Homes

565 Metro Place South, Suite 220

Dublin, Ohio 43017

("Seller")

Seller is a "Home Construction Services Supplier" under Ohio Revised Code ("ORC") Chapter 4722 and a "Residential Contractor" under ORC Chapter 1312.

Buyer and Seller are each referred to in this Purchase Contract as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. HOME PURCHASE

On the terms and conditions set forth in this Purchase Contract, Seller agrees to sell, and Buyer agrees to purchase from Seller a Lot and the single-family residence on which it is located, being:

Lot Number	[LOTNUMBER]
Community	[DEVELOPMENTNAME]
Address	[ADDRESS1] [ADDRESS2] [ADDRESS3]
County	[UDDEVMaster-COUNTY]

2. HOME PLAN

The home shall be constructed in accordance with plan type known as the:

[MODELNAME] - [ELEVATIONDESCRIPTION] ("Plan")

and shall include the additional items set forth on the attached Addendum/Endorsement to Agreement of Sale (the "Addendum/Endorsement") and, where applicable, the Included Features Addendum. Construction of the Home in accordance with the Plan is referred to in this Purchase Contract as the "Work."

3. PURCHASE PRICE

The purchase price of the Home and Lot, including those items set forth on the Addendum/Endorsement to this Purchase Contract, shall be:

[\$[TOTALPRICE] (“Purchase Price”)]

The Purchase Price may be adjusted for permitted Change Orders (defined below) and as otherwise provided in this Purchase Contract.

Additional costs not included in the Purchase Price, if any: _____

If left blank, no additional costs apply.

4. PAYMENT OF PURCHASE PRICE

Buyer shall pay the Purchase Price in accordance with the following schedule and in accordance with the Draw Schedule Addendum:

Amount	Description
<u>[\$[DEPOSITAMOUNT001]</u>	Initial Deposit. This deposit has been paid to secure the specific lot written as part of this Purchase Contract.
<u>[\$[DEPOSITAMOUNT002]</u>	Contract Deposit. This deposit is paid at the time of contract signing.
<u>[\$[DEPOSITAMOUNT003]</u>	5% deposit on the Purchase Price listed on this page is to be paid during the Plan Approval Meeting with Virginia Homes.

Progress Payments

Payments made in accordance with the Draw Schedule Addendum are referred to as “Progress Payments.” Buyer shall disburse each Progress Payment within seventy-two (72) hours after Seller submits the applicable Application for Payment.

Buyer and/or Buyer’s agent may inspect the Work described in any Application for Payment; however, such inspection shall not suspend, delay, or otherwise affect Buyer’s obligation to disburse the Progress Payment within the seventy-two (72) hour period, unless Buyer can reasonably demonstrate that the Work has not been performed in accordance with the Plans or the Parties otherwise mutually agree.

If Buyer believes any element of the Work has not been performed in accordance with the Plans, Buyer shall not withhold any Progress Payment unrelated to the disputed portion of the Work. Buyer shall attempt in good faith to resolve the issue with Seller or immediately undertake the dispute resolution procedures described in Section 21.

The balance of the Purchase Price, together with unpaid Change Orders, custom options, and other charges due under this Purchase Contract, is due upon Substantial Completion.

The Initial Deposit, Contract Deposit, and Plan Approval Deposit, if applicable, are collectively referred to as the “Deposits.”

NOTICE: PRIOR TO THE COMMENCEMENT OF SELLER’S PERFORMANCE UNDER THIS CONTRACT, ORC 4722.04 PROHIBITS THE SELLER FROM TAKING A DEPOSIT OR DOWN PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE CONTRACT PRICE. THIS PROVISION DOES NOT APPLY TO SPECIAL ORDER ITEMS THAT ARE NOT RETURNABLE OR USEABLE PRIOR TO THE SELLER’S PERFORMANCE, IN WHICH CASE A DEPOSIT OF 75% OF THE TOTAL COST OF ITEM IS PERMISSIBLE.

5. FINANCING

Buyer is obtaining third-party or self-financing for the Work. Buyer shall provide lender documentation confirming Buyer has sufficient funds to finance the Purchase Price.

If Buyer is self-financing without a lender, Seller may at any time require additional assurance of Buyer's ability to fulfill the terms of this Purchase Contract. Buyer shall promptly provide such assurance in a commercially reasonable manner acceptable to Seller (for example, two months of recent bank statements).

Buyer shall have fourteen (14) days from Purchase Contract signing to deliver documentation from Buyer's lender confirming that Buyer will qualify for a loan sufficient to satisfy the Purchase Price. If Buyer fails to provide a financing commitment within this period, Seller may terminate this Purchase Contract and both Parties shall be relieved from all further obligations.

Seller may, at its discretion, grant Buyer additional time to satisfy the financing contingency by providing written notice of the extension period. If Buyer is ultimately unable to satisfy the financing contingency, this Purchase Contract shall terminate, the Parties shall have no further obligation to one another, and all Deposits shall be returned to Buyer, less any expenses incurred by Seller.

If, after the financing contingency period has expired, Buyer's financing is revoked, withdrawn, or otherwise becomes unavailable for any reason attributable to Buyer, such event shall constitute a default under Section 13 of this Purchase Contract. Buyer shall remain obligated for all amounts due under this Purchase Contract, and Seller shall retain all Deposits and other amounts previously paid.

Buyer shall be responsible for all fees and charges of Buyer's lender, including but not limited to appraisal, reappraisal, credit report fees, title search, title insurance, flood certification, survey, recording fees, loan origination fees, application fees, and other customary closing costs.

6. ATTORNEY REVIEW

Buyer, at Buyer's expense, shall have five (5) days from receipt of this Purchase Contract to have it reviewed by Buyer's attorney. This contingency shall be deemed waived if Buyer does not deliver Buyer's attorney's written comments in writing (including email) within five (5) days of receipt.

If within ten (10) days of receipt of Buyer's attorney's written comments the Parties have not reached written agreement, either Party may terminate this Purchase Contract. Upon termination, all Deposits shall be returned to Buyer, less the cost of any services or materials incurred by Seller, and the Parties shall be released from all obligations under this Purchase Contract.

7. COMMENCEMENT

Weather permitting, the building process shall commence as soon as reasonably possible, within fifteen (15) days after all the following conditions have been satisfied:

1. All Deposits received from Buyer
2. Written evidence that the financing contingency has been satisfied
3. All selections required by Seller have been approved
4. Plan/architectural approval received from applicable governmental agency and community design review board
5. Building permit received from applicable governmental agency

Estimated Timeline

Seller shall use commercially reasonable efforts to complete construction within three hundred sixty (360) days after commencement, subject to weather conditions, unforeseen conditions, and Excused Delays as defined below. Seller does not guarantee a firm completion date.

Excused Delays

Seller shall not be responsible for any damages or expense arising from delays caused by the following ("Excused Delays"):

- Acts or defaults of Buyer, including failure to make timely selections or provide approvals as required under this Purchase Contract or during the Plan Approval Meeting.
- Strikes, lockouts, governmental controls, regulations, restrictions, supply chain disruptions, or shortages of labor, supplies, or materials over which Seller has no control.
- Fire, earthquake, pandemic, epidemic, tornado, severe weather, or other casualty or force majeure event.
- Delays in utility connections, installations, or inspections by utility providers or governmental authorities.
- Failure to receive plan approval due to Buyer's selections or changes to standard plans and specifications.
- Buyer-approved Change Orders.

Effect of Excused Delays

In the event of any Excused Delay, the estimated completion timeline shall be extended by a period equivalent to the time lost. Seller shall not be responsible for any costs associated with such delays, nor obligated to provide any compensation to Buyer, including but not limited to compensation for loss of loan commitment, interest rate changes, temporary housing or storage costs, or other fees incurred by Buyer.

If commencement of construction is delayed by more than ninety (90) days due to any Excused Delay, Seller may terminate this Purchase Contract, refund all Deposits (excluding Special Order Items), and the Parties shall be released from all obligations under this Purchase Contract.

Material Cost Adjustments

The Purchase Price has been calculated based in part upon current market prices for materials. The Parties acknowledge that material costs may fluctuate due to unforeseen market conditions. In the event increased material costs necessitate a price adjustment, Seller shall comply with the Change Order procedure specified in Section 11.

8. COMPLETION OF THE WORK

The Work shall be deemed complete ("Substantial Completion") upon the earlier of the approval of the final inspection of the Home by the appropriate building inspector or the issuance of a Certificate of Occupancy by the applicable governmental authority.

Buyer agrees that Seller's failure to complete any pre-occupancy walk-through items or other minor items not required for issuance of a Certificate of Occupancy (including items such as asphalt, sod, and landscaping) shall not be grounds to withhold any payment from Seller. Seller shall not be required to establish an escrow or accept less than the full amount due under this Purchase Contract because of such incomplete items, provided that Seller undertakes in writing to complete such items within a reasonable time after receipt of final payment.

If a completion, performance, or similar bond is required by the applicable governing authority for finish work to be performed by Buyer or Buyer's agents (such as sod, landscaping, or painting), the funds necessary to establish the escrow or pay for the bond shall be provided by Buyer. However, Buyer shall not be required to provide such funds if the bond or escrow relates to items for which Buyer has previously paid Seller. Buyer shall furnish any escrow amount required by any municipality for weather-related items (such as driveway, landscaping, and sod). Stewart Title will serve as the escrow agent, and Buyer shall be responsible for the escrow fee to Stewart Title in the amount of \$500.

Buyer recognizes that Seller manages the scheduling of multiple subcontractors and suppliers in a sequence that allows the Home to be completed efficiently. Seller's ability to manage the construction process on schedule and on budget depends on Buyer's cooperation in making all required selections within the timeframes established during the Plan Approval Meeting or within reasonable time periods set by Seller.

If Buyer fails to make timely selections or decisions by the established deadlines, Seller may be unable to complete construction at the projected completion date or within the established budget. Upon such failure, Seller shall provide written notice to Buyer, and Buyer shall have forty-eight (48) hours to cure. If Buyer fails to cure within forty-eight (48) hours after receiving written notice, such failure shall constitute Buyer's default under Section 13.

9. COMMUNITY RESTRICTIONS

Design Review

Buyer acknowledges the Home will be built in a community with restrictions regarding the design of the Home and exterior finishes. The community developer, architectural review committee, or similar body must approve the plans and specifications for the Home prior to commencement of construction.

If the applicable community authority requires Seller to add, delete, or modify certain features of the Home selected by Buyer that differ from Seller's standard plans and specifications, Seller shall inform Buyer of such required modifications. If Buyer does not agree to the modifications and any additional expenses associated with them, Seller shall refund the Deposits to Buyer, less costs and expenses incurred to date by Seller, and this Purchase Contract shall terminate with neither Party having any further obligation to the other. Such expenses may include drawing fees, processing fees, design preparation fees, and architectural review fees.

Homeowner's Association

Buyer's site is within a community governed by a Homeowner's Association ("HOA") that has the authority to impose annual and special assessments as well as design, construction, and use restrictions. The amount of any assessment is determined by the HOA consistent with its governing documents. Buyer is advised to review the HOA governing documents identified in the title commitment.

Any HOA charges or assessments for the year of Substantial Completion shall be prorated through the date of Substantial Completion. Buyer shall be responsible for all HOA assessments, initial contributions, dues, and charges from the date of Lot Closing.

10. CONSTRUCTION REPRESENTATIONS

The construction of the Home shall be done in a workmanlike manner as defined by Ohio law and in conformity with the rules and standards under Ohio Revised Code Chapter 4722 and all applicable local, state, and national codes. The Home shall substantially conform to the Plan, Addendum/Endorsement, Exterior Color Selection Sheet, Interior Color Selections Sheet, and any approved Change Orders (collectively, the "Contract Documents"), allowing for minor deviations due to field conditions, availability of labor and materials, or practical necessity.

If Seller is unable to obtain the exact materials specified in the Contract Documents through its ordinary and customary source of supply, Seller shall have the right to substitute substantially similar materials of equal or superior quality.

Seller reserves the right to make modifications, additions, or deletions to the Contract Documents as may be required in its reasonable discretion due to lot conditions, soil conditions, easements, or other restrictions affecting the lot. Any modifications or deviations from the Contract Documents requested by Buyer shall be subject to Seller's approval, which shall not be unreasonably withheld, in accordance with Section 11.

Building Permit and Inspections

Seller shall obtain and maintain the building permit for the Home and shall be the permit holder of record with the applicable building department throughout construction. Seller is solely responsible for scheduling and obtaining all required inspections and for ensuring code compliance through Substantial Completion.

Buyer shall not, directly or through any agent or representative: (a) contact the building department regarding the permit, inspections, or code compliance without Seller's prior written consent; (b) request any modification, transfer, or cancellation of the building permit; (c) seek removal of Seller as the permit holder of record; or (d) schedule, request, or attend any inspection without Seller's prior written consent.

Any violation of this provision constitutes a material breach and immediate default under Section 13. In addition to all remedies available under Section 13, Buyer shall be liable for all costs incurred by Seller to restore its permit status, obtain re-inspection, or otherwise cure the effects of Buyer's interference, including administrative costs, attorney's fees, and any resulting construction delays.

Construction Access and Site Control

Seller shall maintain exclusive control of the construction site throughout the duration of construction, including all keys, access codes, lock boxes, and entry points. Buyer may visit the construction site at reasonable times, but shall not direct, instruct, or otherwise communicate with Seller's subcontractors or suppliers while on site. Buyer shall not change, re-key, or add any lock, access code, or security device to the Home or any structure on the Premises prior to receiving possession under Section 12, and shall not deny, restrict, or interfere with Seller's access to the construction site for any reason.

Any violation of this provision constitutes a material breach and immediate default under Section 13. If Buyer changes locks or otherwise restricts Seller's access, Seller may take all reasonable steps to restore access, and Buyer shall be liable for all costs incurred, including locksmith fees, construction delays, and attorney's fees.

11. CHANGE ORDERS

REQUIRED EXCESS COST NOTICE: UNDER ORC SECTION 4722.02(B)(2), IF AT THE TIME A HOME CONSTRUCTION SERVICE REQUIRES EXCESS COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THIS CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY AND THE TOTAL OF ALL EXCESS COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS (\$5,000.00) OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, BUYER (YOU) HAS THE RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER (SELLER) BEGINS WORK RELATED TO THOSE COSTS. SUCH ESTIMATES SHALL BE IN WRITING AND GOVERNED BY THE CHANGE ORDER PROCEDURE OUTLINED BELOW. BUYER IS HEREBY NOTIFIED THAT IN FAILING TO APPROVE AN EXCESS COST/CHANGE ORDER, COMPLETION OF WORK MAY NOT BE POSSIBLE AND A CHARGE MAY BE IMPOSED FOR ANY DISASSEMBLY, REASSEMBLY, OR PARTIALLY COMPLETED WORK, WHICH SHALL BE DIRECTLY RELATED TO THE ACTUAL LABOR OR PARTS INVOLVED.

Change Order Procedure

Any deviations from the Contract Documents requested by Buyer shall be submitted to Seller in writing. Seller shall have the right to reject any Change Order based on timeliness of submission, scope, practicality, scheduling, or any other factor in Seller's reasonable discretion.

If accepted, Seller shall prepare a dated electronic Change Order for Buyer's execution detailing the change, the cost, and any prepayment required. Upon Buyer's execution of the Change Order and prepayment of all or a portion of the cost as required by Seller, the Change Order shall be deemed effective.

Seller may decline Change Orders submitted after a construction milestone at which the requested change is no longer practicable. Buyer acknowledges that late-stage changes may require disassembly, reassembly, or rework, the costs of which shall be included in the Change Order.

12. POSSESSION

Buyer shall be entitled to possession of the Home upon Substantial Completion and receipt in full by Seller of all amounts due under this Purchase Contract, including any approved Change Orders. Depending on the financing arrangement, completion of the transaction may require a final closing with title transfer or a final payment, as applicable.

Prior to final closing or final payment, Seller shall provide Buyer the opportunity to conduct a pre-closing walk-through of the Home. Punch list items identified during the walk-through shall not delay possession or final payment, consistent with Section 8.

Buyer shall complete final closing or final payment, as applicable, within five (5) days of Substantial Completion. If Buyer fails to do so within this period for reasons not attributable to Seller, Buyer shall pay a per diem charge of \$300 per day beginning on the sixth (6th) day and continuing until final closing or final payment is complete. The per diem charge reflects Seller's estimated carrying costs, including but not limited to construction loan interest, insurance, taxes, and utilities. All per diem charges shall be paid in full at final closing or with final payment.

Seller reserves the right to declare Buyer in default under Section 13 if final closing or final payment has not occurred within forty-five (45) days of Substantial Completion.

Unauthorized Possession

If Buyer takes possession of the Home, occupies the Premises, changes locks, moves personal property into the Home, or otherwise assumes control of the Premises prior to Substantial Completion and receipt in full by Seller of all amounts due under this Purchase Contract, such action constitutes acceptance of the Home in its then-current condition, waiver of all punch list items and warranty claims arising from conditions existing at the time of unauthorized possession, and an immediate default under Section 13.

Upon unauthorized possession, the full unpaid balance of the Purchase Price, together with all approved Change Orders and other amounts due under this Purchase Contract, shall become immediately due and payable. Buyer shall be liable for all costs Seller incurs as a result of the unauthorized possession, including attorney's fees, construction delays, and any damage to the Work.

13. DEFAULT BY BUYER

Events of Default

Buyer shall be deemed in default under this Purchase Contract upon the occurrence of any of the following:

- Failure to make any Deposit by the date specified in this Purchase Contract.

- Failure to make any selections required under this Purchase Contract within the time specified during the Plan Approval Meeting, and failure to cure within forty-eight (48) hours of Seller's written notice.
- Failure to make any payments required in connection with Change Orders.
- Failure to complete final closing or final payment within forty-five (45) days of Substantial Completion, as provided in Section 12.
- Loss or revocation of financing after the financing contingency period has expired, as provided in Section 5.
- Interference with construction of the Home or failure to perform any other term, condition, or obligation of this Purchase Contract.

Remedies

Upon Buyer's default, the Deposits, together with all other amounts previously paid by Buyer, shall be retained by Seller. Seller may, at its election, apply such amounts on account and pursue an action at law for damages for breach of contract or recovery of the balance of the Purchase Price.

Seller retains the right to use all Deposits and other amounts paid by Buyer for purchase of the Lot, construction, or other purposes. Buyer agrees that Seller shall not be obligated to place such Deposits or other amounts in any escrow, trust, or security agreement in favor of Buyer.

Default Charge

In the event of Buyer's default for failure to make timely selections, Buyer shall pay a charge of eighteen percent (18%) per annum on the unpaid balance of the Purchase Price (the "Default Charge"), beginning forty-eight (48) hours from Seller's written notice and continuing until Buyer cures the default and pays the Default Charge in full. Seller, at its sole discretion, may suspend further construction until the Default Charge has been paid in full.

Statutory Rights

Nothing in this Section shall be interpreted as limiting either Party's rights and responsibilities under ORC Chapters 4722 and 1312. For a violation of ORC §4722.02, §4722.03, or §4722.04, Buyer may rescind this Purchase Contract under certain circumstances or recover actual economic damages plus non-economic damages not to exceed \$5,000. Any action for rescission must occur within a reasonable time after Buyer discovers or should have discovered the grounds for such action and before any substantial change in condition.

A court may award reasonable attorney's fees to the prevailing Party if Buyer brought an action that is groundless and in bad faith, or if Seller knowingly violated ORC Chapter 4722.

14. NOTICES

Any notice required or permitted under this Purchase Contract shall be in writing and may be delivered by U.S. mail (first class, postage prepaid), email, or personal delivery to the addresses set forth below:

TO SELLER:

The Paragon Building Group, Ltd.
565 Metro Place South, Suite 220
Dublin, Ohio 43017
Attention: Charles E. Ruma
Email: charles@virginia-homes.com

TO BUYER:

[FIRSTNAME0000] [LASTNAME0000]
[FIRSTNAME0001] [LASTNAME0001]
[STREETADDRESS10000]
[CITY0000], [STATE0000] [ZIP0000]

Notice sent by U.S. mail shall be deemed received three (3) days after the date of mailing. Notice sent by email shall be deemed received on the date sent. Notice delivered personally shall be deemed received on the date of delivery.

Either Party may change its notice address by providing written notice of the new address to the other Party in accordance with this Section. Such change shall be effective upon receipt.

15. LIMITED WARRANTIES

Seller's Homeowner's Limited Warranty Agreement (the "Warranty Agreement") has been reviewed with Buyer and shall be delivered to Buyer at the time of full execution of this Purchase Contract. The Warranty Agreement is an independent contract with separate and sufficient consideration exchanged between the Parties.

In order for Seller to perform service under the Warranty Agreement, Buyer must fully cooperate with Seller's Right to Cure as defined in the Warranty Agreement. This includes providing Seller access to the Home during normal business hours and at reasonable times, and allowing ongoing access and repeated service attempts when issues are difficult to diagnose or resolve.

At Substantial Completion, Seller shall deliver and assign to Buyer all manufacturer's warranties and guarantees on appliances and equipment received by Seller. The Warranty Agreement does not cover appliances, equipment, or consumer products that carry separate manufacturer or supplier warranties. Warranty service on items covered by a manufacturer's warranty shall be performed by the manufacturer, not by Seller.

THE WARRANTIES PROVIDED PURSUANT TO THIS SECTION AND THE HOMEOWNER'S LIMITED WARRANTY AGREEMENT SHALL BE THE SOLE EXPRESS WARRANTIES PROVIDED BY SELLER TO BUYER RELATIVE TO THE WORK.

16. MOLD WAIVER

Mold, fungi, bacteria, and other similar micro-organisms ("Organisms") commonly exist in homes and may be present in the Home due to rain, humidity, moisture on materials delivered to the site, and natural environmental conditions.

Buyer acknowledges the following:

- Organisms exist in every environment, both indoors and outdoors.
- Buyer has been advised to become informed about Organisms and other environmental pollutants commonly found in homes, including methods for measuring or reducing their presence and the risks associated with exposure.
- No system, device, or method incorporated into the Home for the purpose of reducing Organisms or environmental pollutants is guaranteed to be effective for Buyer or Buyer's household members. Seller shall have no responsibility for the effectiveness of any such system unless expressly stated in this Purchase Contract.
- Seller makes no warranty, express or implied, regarding the presence of Organisms or other environmental pollutants in or about the Home. Seller has no knowledge of any special health conditions of Buyer or Buyer's household members.
- If Buyer or any household member has a medical condition that may be adversely affected by Organisms or environmental pollutants, Buyer should consult, at Buyer's expense, with appropriate medical professionals regarding habitation of the Home.

Any testing, remediation, or systems desired by Buyer or required by governmental building codes shall be at Buyer's expense and risk, unless Seller expressly agrees in writing to cure an issue under this Purchase Contract or the Warranty Agreement.

Seller shall not be responsible for the contents of the Home or Buyer's personal property under any circumstances, whether impacted by mold or otherwise. The warranties of Seller are limited to those expressly stated in the Warranty Agreement.

17. RADON GAS NOTIFICATION

Seller makes no warranty, express or implied, regarding the presence of radon gas at or in the vicinity of the Home. Radon is a naturally occurring radioactive gas. The U.S. Environmental Protection Agency (EPA) has advised that prolonged exposure to elevated radon levels may pose health risks. Due to natural geological conditions, some areas may pose a greater risk than others. Seller claims no expertise in the identification or measurement of radon levels, methods used to reduce radon, or the health risks associated with radon exposure.

The Home will be constructed with a passive radon mitigation system as a standard feature. Should Buyer wish to activate the system or install additional mitigation equipment, the cost of activation, testing, and any additional mitigation shall be at Buyer's expense.

Buyer is encouraged to consult the EPA, state and local environmental authorities, or qualified private testing laboratories for information regarding radon risks in the area, available testing methods, and recommended remedial measures.

18. AGREEMENT COMPLETE

This Purchase Contract, together with the exhibits and addenda attached hereto, sets forth all terms and conditions agreed upon by the Parties. There are no written or oral understandings, agreements, or representations not incorporated in this Purchase Contract.

This Purchase Contract may only be modified by written agreement executed by both Seller and Buyer. Provisions that by their nature are intended to survive shall survive Substantial Completion and final closing or final payment, including but not limited to warranty obligations, indemnification, and dispute resolution.

The Parties agree that electronic signatures shall be valid and binding with the same force and effect as original signatures. Execution of this Purchase Contract by electronic means shall constitute full execution by all Parties.

19. ASSIGNMENT

This Purchase Contract may not be assigned or transferred by Buyer without the prior written consent of Seller. Any attempted assignment without such consent shall be void. This Purchase Contract shall be binding upon and benefit the Parties and their respective legal representatives, heirs, successors, and assigns.

20. RISK OF LOSS

Seller assumes the risk of loss or damage by fire or other casualty until Substantial Completion. In the event of damage that does not render the Home a total or near-total loss, Seller shall repair the damage and continue construction. If the Home is substantially damaged or destroyed prior to Substantial Completion, Seller reserves the right to terminate this Purchase Contract and return to Buyer all Deposits and other payments received.

Seller shall obtain and maintain Builder's Risk insurance covering the Work and materials on the premises in an amount not less than the Purchase Price for the duration of construction. Seller shall also obtain and maintain general liability insurance of not less than \$250,000 as required by ORC 4722.02(A)(8). A copy of Seller's Certificate of Insurance showing such coverage is attached as an exhibit to this Purchase Contract.

21. SELLER'S RIGHT TO CURE

Under ORC Chapter 1312, Ohio law provides Seller with the right to cure construction defects before Buyer may commence legal action:

OHIO LAW CONTAINS IMPORTANT REQUIREMENTS YOU (BUYER) MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS FOR DEFECTIVE CONSTRUCTION AGAINST THE RESIDENTIAL CONTRACTOR/SELLER WHO CONSTRUCTED YOUR HOME. AT LEAST SIXTY DAYS BEFORE YOU FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS, YOU MUST PROVIDE THE CONTRACTOR/SELLER WITH A WRITTEN NOTICE OF THE CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER CHAPTER 1312 OF THE OHIO REVISED CODE THE CONTRACTOR/SELLER HAS AN OPPORTUNITY TO OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER THE CONTRACTOR/SELLER MAKES. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR COMMENCE ARBITRATION PROCEEDINGS.

Buyer agrees that Seller has the right to receive written notice of and respond to alleged construction defects before Buyer may commence any legal action based on an allegation that Seller failed to construct the Home in a workmanlike manner, failed to comply with ORC Chapter 4722, or was negligent in the construction of the Home.

Investigation and Remedy

If Buyer believes the Work does not conform to workmanlike standards, does not comply with ORC Chapter 4722, does not substantially conform to the Contract Documents, or was negligently performed, Buyer shall promptly provide Seller with written notice specifying the nature and effect of the alleged defects in compliance with ORC 1312.04.

Seller shall be afforded a reasonable opportunity to review, investigate, and evaluate such claims. Seller may request additional information or a meeting with Buyer (and any applicable architect, engineer, or expert) at the Home to discuss the claims. Upon completion of Seller's review, and to the extent Seller agrees with Buyer, Seller shall notify Buyer in writing of proposed repairs or, alternatively, offer to pay for the cost of repairs.

Repair Process and Cooperation

The Parties acknowledge that some construction defects may be difficult to diagnose and may require a process of elimination or multiple repair attempts. Buyer shall provide ongoing access to the Home during regular business hours for inspection and completion of repairs, share any inspection or evaluation reports produced by Buyer's experts, and cooperate with Seller's reasonable efforts to identify and remediate defects.

Seller shall use commercially reasonable efforts to diligently diagnose and complete repairs. Buyer shall continue to cooperate with Seller's ongoing repair efforts for as long as necessary to allow good faith attempts to result in successful repairs, taking into account seasonal conditions and weather.

Bar on Claims

Buyer is barred from commencing arbitration or filing civil action against Seller unless Buyer has provided Seller with written notice of the alleged construction defect at least sixty (60) days before commencing any action, in compliance with ORC 1312.04.

If Buyer allows Seller to cure alleged defects and accepts an offer by Seller to settle a claim or remedy defects by paying for repair costs, and Seller fulfills that offer in compliance with ORC Chapter 1312, Buyer is barred from commencing any legal or arbitration action for such claim.

22. ARBITRATION IN CASES OF DISPUTE

If, after Seller has completed its investigation and review under Section 21 and Buyer has fully cooperated with Seller's Right to Cure, the Parties are unable to resolve a dispute, or if any other dispute arises under this Purchase Contract that the Parties cannot resolve, the matter shall be submitted to binding arbitration.

Arbitration shall be conducted in Franklin County, Ohio, in accordance with the American Arbitration Association's Home Construction Arbitration Rules and Mediation Procedures. The fees of the arbitrator shall be split equally between Buyer and Seller. The decision of the arbitrator shall be final and binding upon the Parties.

In the event Seller prevails in any arbitration proceeding, Seller shall be entitled to recover reasonable attorney's fees and costs from Buyer. The Parties agree that time is of the essence in the resolution of any claim or dispute under this Section.

Any dispute resolved through arbitration, mediation, or written settlement agreement shall be final and binding. Neither Party may initiate a subsequent arbitration, legal action, or claim arising from or related to the same subject matter. A Party who initiates a subsequent action that is determined to be duplicative of a previously resolved dispute shall be responsible for all costs and attorney's fees incurred by the other Party in defending against the action.

23. OWNERSHIP OF PLANS

If Seller has provided the Plans and Specifications for the Home, Buyer shall have no ownership right, title, or interest in the Plans and Specifications. Buyer shall be liable to Seller for any unauthorized reuse or resale of the Plans and Specifications. Any modifications to Seller's Plans and Specifications made at Buyer's request shall remain the property of Seller.

If Buyer has provided the Plans and Specifications, Buyer shall have no claims against Seller for any deficiencies arising from those Plans and Specifications.

All construction documents, building cards, permit cards, inspection records, and related materials located at the construction site remain Seller's property throughout the duration of construction. Buyer shall not remove, copy, alter, or use any such documents for any purpose without Seller's prior written consent. Removal of any construction documents from the site by Buyer or anyone acting on Buyer's behalf constitutes a material breach and immediate default under Section 13.

24. OHIO CONSUMER SALES PRACTICES ACT NOT APPLICABLE

Under Ohio law, home construction service contracts for single-family dwellings are excluded from the definition of "consumer transactions" under the Consumer Sales Practices Act. This Purchase Contract is governed by ORC Chapters 4722 and 1312.

25. RIGHT TO REMOVE MATERIALS, SUPPLIES AND TOOLS

If Buyer orders Seller off the job or Seller voluntarily leaves as a result of Buyer's default, Seller and Seller's subcontractors and suppliers shall have the right, upon reasonable notice to Buyer, to enter the Premises and retrieve all tools, equipment, and uninstalled materials and supplies that are rightfully their property.

Seller shall not remove any uninstalled materials or supplies for which Buyer has already paid pursuant to a Progress Payment.

26. WAIVER OF BUYER AND INDEMNIFICATION OF SELLER

If Seller voluntarily leaves the job as a result of Buyer's default under Section 13, or if Buyer orders Seller to stop work or otherwise removes Seller from the job (except where Seller is in default under this Purchase

Contract), the following shall apply regardless of whether Buyer has complied with the dispute resolution procedures in Section 22.

Buyer waives any claims for subsequent damage to the Premises resulting from the stop work order or Seller's removal or withdrawal from the job, including but not limited to damage from weather, natural elements, or third parties arising from Work in progress not being adequately secured or protected.

Buyer agrees to indemnify and hold Seller harmless from any costs, expenses (including attorney's fees and other professional fees), liabilities, or damages arising from Seller's pre-existing contractual arrangements with any subcontractor or supplier.

27. LIENS

Provided Buyer makes all payments when due under this Purchase Contract, Seller shall keep the Premises free of all mechanic's liens for labor or materials furnished in connection with the Work through Substantial Completion and final closing or final payment, as applicable. Buyer agrees that Seller shall be entitled to negotiate with the responsible subcontractor or supplier for the removal of any such lien; provided, however, that within sixty (60) days after Buyer notifies Seller that a mechanic's lien has been filed, Seller shall either:

- Remove the lien by payment or by bonding it off at Seller's expense; or
- Deposit into escrow with an agent mutually selected by Seller and Buyer a sum equal to the amount of the lien.

Buyer shall be liable for the cost of removing any liens filed against the Premises as a result of Buyer's failure to make timely payments or Buyer's interference with or delay of the Work.

28. LIST OF EXHIBITS AND ADDENDA

The following exhibits and addenda are incorporated into the Purchase Contract by reference:

- Addendum/Endorsement to Agreement of Sale
- Included Features Addendum
- Wooded Lot Addendum
- Homeowner's Limited Warranty
- Real Estate Broker Agreement (if applicable)
- Draw Schedule Addendum

CONTRACT SIGNATURE PAGE

BUYER SIGNATURE

Name: **[FIRSTNAME0000] [LASTNAME0000]**

Date: **[CONTRACTDATE]**

Phone: [FAXNUMBER0000]

Email: [EMAIL0000]

BUYER SIGNATURE

Name: **[FIRSTNAME0001] [LASTNAME0001]**

Date: **[CONTRACTDATE]**

Phone: [FAXNUMBER0001]

Email: [EMAIL0001]

SALES CONSULTANT

Name: **[SALESPERSON]**

Date: **[CONTRACTDATE]**

AUTHORIZED REPRESENTATIVE

THE FOREGOING OFFER IS ACCEPTED AS OF:

THE PARAGON BUILDING GROUP, LTD.

an Ohio limited liability company

By: _____

Title: PRESIDENT

Seller Address: 565 Metro Place South, Suite 220, Dublin, OH 43017

Seller Phone: (614) 764-1953 | Taxpayer ID: 26-2624002



INCLUDED FEATURES ADDENDUM

Lot #: [LOTNUMBER] Community: [DEVELOPMENTNAME]

The following standard features are included with every Virginia Home. This document, together with the Addendum/Endorsement to Agreement of Sale and any change orders, defines the features included in Buyer's home. Any additional feature or option must be documented in writing in one of these documents.

If a feature is not in writing, do not assume it will be included. Any features seen in a model home or discussed with a sales associate must be documented in writing.

DURABLE EXTERIOR FEATURES

- Weather Barrier & Energy Efficient Sheathing
- Garage Door Openers w/ Wireless Keypad
- 30 Year Dimensional Roof Shingles
- Vinyl Single Hung Windows w/ Screens
- 2-Panel Fire Rated Door to Garage
- 3-Car Front Load Garage
- Asphalt Driveway
- Stone/Brick Foundation Wrap per Subdivision
- Two Exterior Frost Proof Hose Connections
- Hardie ColorPlus Siding & White Trim
- Insulated Steel 8' Tall Garage Door
- Custom Designed Landscape Package
- Seamless Aluminum Gutters

ELEGANT INTERIOR FEATURES

- LVP Flooring in Foyer, Kitchen, Dinette, Dining Room, ½ Bath & Laundry
- Crown Molding in Foyer, Master Bedroom & Dining or Study
- Ceramic Tile in Master Bath, Hall Bath & 3rd Bath
- Granite Countertops in Kitchen w/ Undermount Sink & Tile Backsplash
- Direct Vent Fireplace w/ Wood Mantle & Tile Surround
- Granite Countertops in all Bathrooms & Drop Zone
- Wood Shelving in Master Closet & Pantry
- Sherwin Williams Flat Paint (up to 2 colors)
- Square Newel Posts w/ Wrought Iron Balusters
- Painted Trim & 2-Panel Hollow-Core Doors
- Satin Nickel Hardware Throughout
- Painted Full Overlay Cabinets
- \$4,500 Appliance Allowance
- Moen Faucets Throughout
- Oversized Wall Mirrors in Baths
- Elongated Commodes
- 1/2 HP Garbage Disposal
- Ventilated Shelving in Secondary Closets
- Laundry Hookups for Washer & Electric Dryer
- 9' First Floor Ceilings w/ Knockdown Texture
- 5 1/4" Base Molding & 3 1/2" Door Casing
- Privacy Knobs on Baths & Bedrooms
- Wood Cased Openings Throughout
- \$2,750 Lighting Allowance
- Wood Cased Windows
- 2-Panel Fiberglass Front Door
- Vikrell Bathtubs
- Garage Drywall — Tape & Bed Only

SOLID STRUCTURAL FEATURES

- R10 Insulation Board for Efficiency & Drainage
- Engineered Steel I-Beams w/ 3" Posts
- R38 Attic / R15 Wall Insulation
- Wood Stud Walls 16" on Center
- Energy Star Certification
- CSST Gas Lines
- Tuff' N' Dri Waterproofing (30 Year Guarantee)
- Engineered Roof Trusses 24" on Center
- 8' Poured Concrete Basement Walls
- Engineered Flooring System
- OSB Sub-floor Assembly

EFFICIENT MECHANICAL FEATURES

- Carrier 96% Gas Direct Vent HVAC
- Sump Pump w/ Check Valve & Passive Radon System
- 2-Zone HVAC (2-story plans only)
- (7) Phone, Cable or Data Lines
- Direct Vent Hot Water Tank
- 220 Electric Line for Dryer
- 16 SEER Air Conditioner
- GFCI Outlets in Baths, Kitchen, Garage & Basement
- Smoke & CO2 Detectors per Code
- Whole House Humidifier
- 200 AMP Electric Service
- PEX Water Lines



WOODED LOT ADDENDUM

Lot #: [LOTNUMBER] Community: [DEVELOPMENTNAME]

Seller will take reasonable measures to preserve existing trees on the Premises. Utilities have been placed within the right-of-way whenever possible, and care has been taken to minimize changes to existing grades. Construction will require clearing approximately 10–15 feet from the foundation of the home. Any trees within this area are subject to removal for construction and safety purposes. Trees in other areas of the lot may be thinned or removed as needed to allow for proper drainage in conformity with the community master grading plan.

Existing trees will be left in their natural, untrimmed state whenever possible. No tree is warranted as to its present or future health or life expectancy. Construction activity, changes in grade, and shifts in water tables may damage or kill trees on or near the Premises, including trees outside the clearing zone. Seller makes no guarantee regarding the present or future condition of any existing trees.

Buyer acknowledges that heavily shaded areas may not support healthy turf growth and that ongoing lawn care, including fertilization and maintenance, may be necessary in these areas. Buyer is responsible for keeping rooftops, gutters, and drain tile outlets clear of leaves and debris to maintain proper drainage.

If Buyer desires additional tree removal, trimming, or treatment, Seller will arrange an on-site review and provide a price quote for the requested work.



HOMEOWNER'S LIMITED WARRANTY AGREEMENT

Lot #: [LOTNUMBER] Community: [DEVELOPMENTNAME]

Buyer(s): [FIRSTNAME0000] [LASTNAME0000] / [FIRSTNAME0001] [LASTNAME0001]

Address: [STREETADDRESS10000], [CITY0000], [STATE0000] [ZIP0000]

NOTE: SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE EXCLUDED UNDER THIS LIMITED WARRANTY AND THE DURATION OF IMPLIED WARRANTIES IS LIMITED. PLEASE READ THIS ENTIRE LIMITED WARRANTY, INCLUDING SECTION 8.

1. PERSONS PROTECTED AND IDENTIFICATION OF THE HOME

This Limited Warranty is extended by The Paragon Building Group, Ltd., an Ohio corporation doing business as Virginia Homes ("Seller"), to the original purchaser(s) identified above ("Homeowner") and is not transferable to any subsequent buyer. The lot number, community, and street address of the home covered by this Limited Warranty (the "Home") are identified above.

2. ONE YEAR LIMITED WARRANTY ON THE BASIC HOME

Seller warrants to Homeowner that for a period of one (1) year after the date of completion, the Home will be free from defects in materials and workmanship due to noncompliance with the warranty standards set forth in the Virginia Homes Homeowner's Manual (the "Approved Standards"). The Approved Standards are based on residential construction guidelines published by the Ohio Home Builders' Association, a statewide industry organization that establishes performance and quality benchmarks for new home construction.

The Homeowner's Manual will be provided to Homeowner electronically before or at the time of execution of the Purchase Contract. By signing this Limited Warranty, Homeowner acknowledges receipt of the Homeowner's Manual and confirms that Homeowner has had a reasonable opportunity to review its contents. Homeowner is encouraged to review the manual carefully, as the Approved Standards define how warranty claims will be evaluated.

3. TEN YEAR LIMITED WARRANTY AGAINST MAJOR STRUCTURAL DEFECTS

Seller warrants that the Home will be free from Major Structural Defects, as defined below, that appear within ten (10) years after the date of completion.

A "Major Structural Defect" is actual physical damage to the following load-bearing portions of the Home, caused by failure of those load-bearing portions that affects their load-bearing function to the extent the Home becomes unsafe, unsanitary, or otherwise unlivable: (a) foundation systems and footings; (b) beams; (c) girders; (d) lintels; (e) columns; (f) load-bearing walls and partitions; (g) floor systems; and (h) roof framing systems.

Damage to the following non-load-bearing elements does not constitute a Major Structural Defect: (a) roof shingles and sheathing; (b) drywall and plaster; (c) exterior siding; (d) brick, stone, or stucco veneer; (e) sub-

floor and flooring materials; (f) wall tile or other wall coverings; (g) non-load-bearing partitions; (h) concrete floors in attached garages and basements built separate from foundation walls or other structural elements; (i) electrical, heating, cooling, ventilation, mechanical, and plumbing systems; or (j) appliances, equipment, fixtures, paint, doors, windows, trim, cabinets, hardware, and insulation.

Repair of a Major Structural Defect is limited to: (a) repair of damage to the load-bearing elements necessary to restore their load-bearing ability; and (b) repair of items damaged by the Major Structural Defect that make the Home unsafe, unsanitary, or otherwise unlivable.

The “unsafe, unsanitary, or otherwise unlivable” standard is limited to the repair of plumbing, waste, gas, oil, and electric lines, ductwork, heating systems, and other items affecting the health or safety of the occupants that were damaged by the Major Structural Defect.

4. APPLIANCES AND EQUIPMENT COVERED BY MANUFACTURERS’ WARRANTIES

Certain appliances, equipment, and other components included in the Home are covered by separate written warranties of their manufacturers or suppliers (“Manufacturers’ Warranties”). Seller assigns all Manufacturers’ Warranties to Homeowner as of the date of completion. These warranties represent the obligations of the respective manufacturers or suppliers and are not warranties of Seller. Homeowner should comply with all provisions of each Manufacturer’s Warranty.

5. REMEDIAL ACTIONS TO BE TAKEN BY SELLER

If a defect for which Seller is responsible under Sections 2 or 3 of this Limited Warranty occurs within the applicable time period, Homeowner shall give prompt written notice to Seller in the manner specified in Section 10. Seller will then repair, replace, or pay the reasonable cost of repairing or replacing the defective component. Seller will have the right to determine, in its sole discretion, which of these remedies it will provide.

If Seller voluntarily provides any remedy not legally required in any one instance, that action will not create an obligation to do so in any other instance. No remedial action taken by Seller will extend the warranty period or alter the scope or conditions of any warranty obligation under this Limited Warranty.

6. SUBROGATION

If Seller repairs, replaces, or pays the cost of repairing or replacing any defect or component for which Homeowner is also covered by a Manufacturer’s Warranty or insurance policy, Seller will be automatically subrogated to Homeowner’s rights under that warranty or insurance coverage to the extent of the costs Seller paid or incurred.

7. EXCLUSIONS FROM WARRANTY COVERAGE

This Limited Warranty covers only defects in components integral to the Home that were supplied by Seller and existing as of the date of completion. This Limited Warranty is not a hazard insurance policy or a maintenance contract. The following are excluded from coverage:

- Items that are not an integral part of the structure of the Home, including decks, patios, non-foundation porches, fences, retaining and decorative walls, lawns, trees, shrubs, landscaping, and other site improvements.
- Conditions customarily regarded as normal maintenance responsibilities or acceptable construction variations rather than defects.
- Conditions or damages caused or aggravated by: (i) Homeowner’s failure to properly maintain the Home; (ii) abuse of the Home, improper operation of equipment or appliances, or actions of anyone other than Seller or its subcontractors; (iii) failure to comply with applicable Manufacturers’ Warranties; (iv) changes in grading by anyone other than Seller or its subcontractors; (v)

Homeowner's failure to give timely notice to Seller or to follow any applicable Right to Cure procedure; or (vi) failure to maintain adequate heat in the Home.

- Damage to personal property or real property not furnished by Seller or its subcontractors as part of the Home.
- Defects in materials, workmanship, or negligence attributable to persons other than Seller or its subcontractors.
- Normal wear and tear.
- Accidental loss or damage from causes beyond Seller's fault or control, including fire, explosion, smoke, water escape, windstorm, hail, lightning, flood, blasting, mining, falling trees, unforeseeable changes in the underground water table, and earth movement not attributable to Seller's negligence.
- Insect damage.
- Conditions arising from use of the Home for anything other than normal residential purposes.
Conversion of the Home to a rental unit will reclassify the Home as commercial property and void this Limited Warranty.
- Damage to concrete caused by salt or other materials.
- Any condition that does not result in actual loss or damage.

8. ADDITIONAL LIMITATIONS

UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF THE USE OF THE HOME OR DAMAGE TO PROPERTY OF ANY KIND NOT FURNISHED BY SELLER), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH ANY CLAIM IS ASSERTED AGAINST SELLER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY.

THE DURATION OF ANY IMPLIED WARRANTY OBLIGATION OF SELLER (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) ARISING IN CONNECTION WITH THE CONSTRUCTION OR SALE OF THE HOME, LOT, EQUIPMENT, FIXTURES, OR OTHER PERSONAL PROPERTY SUPPLIED WITH THE HOME, WILL BE LIMITED TO THE PERIOD OF THE EXPRESS WARRANTY APPLICABLE TO THE PARTICULAR COMPONENT AND CONDITION UNDER SECTIONS 2, 3, OR 4 OF THIS LIMITED WARRANTY (WHICHEVER MAY APPLY).

THE REPAIR, REPLACEMENT, OR PAYMENT REMEDY SELECTED BY SELLER WILL BE THE EXCLUSIVE REMEDY AVAILABLE WITH RESPECT TO THE PERTINENT DEFECT. IN NO EVENT WILL SELLER BE LIABLE FOR REPAIR COSTS OR OTHER WARRANTY OBLIGATIONS AMOUNTING IN THE AGGREGATE TO MORE THAN THE PURCHASE PRICE OF THE HOME.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE LIMITATION OF REMEDIES FOR BREACH OF WARRANTY, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

THERE IS NO EXPRESS WARRANTY OF ANY KIND GIVEN BY SELLER REGARDING THE CONSTRUCTION OR SALE OF THE HOME EXCEPT FOR QUALITY STANDARDS REQUIRED UNDER OHIO REVISED CODE SECTION 4722 AND THIS LIMITED WARRANTY. NO SALESPERSON, OFFICER, EMPLOYEE, OR AGENT OF SELLER IS AUTHORIZED TO GRANT ANY OTHER EXPRESS WARRANTY OR REPRESENTATION BEYOND THE PROVISIONS OF THIS LIMITED WARRANTY.

9. OTHER RIGHTS: SELLER'S RIGHT TO CURE

This Limited Warranty is a separate contract supported by independent and sufficient consideration. It is designed to address and resolve alleged defects that may arise during the stated warranty periods without resort to the expense and uncertainty of arbitration or litigation.

In recognition of this purpose, Homeowner grants Seller the right to investigate, resolve, and cure any alleged construction defect before Homeowner may commence arbitration or legal action for any purpose, including allegations that Seller failed to construct the Home in a workmanlike manner as set forth in ORC 4722.

This Limited Warranty gives Homeowner specific legal rights. Homeowner may also have additional rights under Ohio law, including those provided by ORC Chapter 4722.

10. PROCEDURE FOR MAKING CLAIMS

If Homeowner believes a claim exists under this Limited Warranty, Homeowner should notify Seller through the online warranty system promptly after discovering the defect. If the online system is unavailable, warranty requests may be mailed to: The Paragon Building Group, Ltd., 565 Metro Place South, Suite 220, Dublin, OH 43017.

Written Notice

Written notice to Seller should clearly describe the nature of the defect for which a remedy is sought. Only emergencies should be reported by phone. Failure to notify Seller of covered defects within a reasonable time will relieve Seller of liability for replacement, repair, or other damages related to that defect.

Investigation, Right to Cure, and Remedies

Homeowner agrees to provide Seller with a reasonable opportunity to investigate and determine responsibility for all alleged defects, including the right to remediate, make repairs, or elect to pay the reasonable cost of repairs, at Seller's sole discretion.

Diligent Prosecution of Repairs

Seller's rights under this Limited Warranty are subject to Seller's obligation to use commercially reasonable efforts to diagnose and complete covered repairs in a timely manner so as not to allow a defective condition to worsen or lead to diminished property value. The parties recognize that certain defects (such as water intrusion) may be difficult to diagnose and may require a detailed process of elimination, including staging repairs under specific weather conditions or evaluating remedies after seasonal changes.

So long as Seller is diligently pursuing discovery and repairs in good faith and on an ongoing basis, Homeowner's duty to cooperate fully with Seller remains in effect. This applies even after multiple unsuccessful attempts to address the issue, including incorrect diagnoses or unsuccessful repairs.

Bar on Claims

Any legal claim, cause of action, or submission to arbitration brought by Homeowner against Seller for an alleged defect will be barred unless Homeowner has first provided Seller with a reasonable opportunity to cure under the procedures specified in this Limited Warranty. This includes fully cooperating with Seller, sharing any reports or data compiled by Homeowner's experts, and providing ongoing access to the Home for diagnosis and repair.

Failure to Mitigate

Homeowner may not claim damages for any defect where Homeowner has denied or continues to deny Seller's reasonable attempts to remedy the condition. Such denial constitutes a violation of this Limited Warranty, and the parties agree that Homeowner's remaining warranty rights will be terminated. In addition, Homeowner's failure to cooperate will constitute a failure to mitigate damages, providing Seller with this and all other affirmative defenses available under the law.

11. ARBITRATION IN THE CASE OF DISPUTES

As a precondition to arbitration, Homeowner must first comply with the Right to Cure procedures set forth in this Limited Warranty. No arbitration may be commenced until Seller has had a reasonable opportunity to investigate and cure the alleged defect.

If, after completing the Right to Cure process, the parties cannot agree on a resolution of any dispute arising under this Limited Warranty or any matter not governed by rules promulgated under ORC 4722, the dispute will be resolved through binding arbitration in accordance with the American Arbitration Association's Home Construction Arbitration Rules and Mediation Procedures. The arbitration will be conducted in Franklin County, Ohio. The fees of the arbitrator will be split equally by Homeowner and Seller. The decision of the arbitrator will be final and binding upon both parties.

If Seller prevails in arbitration, Homeowner will be responsible for Seller's reasonable attorney's fees and costs incurred in connection with the proceeding. Time is of the essence in any claim or dispute under this Limited Warranty.

12. ASSIGNMENT AND GENERAL PROVISIONS

This Limited Warranty is not assignable by either party without the prior written consent of the other party. Any attempted assignment without such consent will be void.

In all communications with Seller, Homeowner should include their full name, lot number, community name, completion date, address, and telephone number.

THE PROVISIONS OF THIS LIMITED WARRANTY DO NOT APPLY IF THERE IS ANY MONEY OWED TO SELLER.

THE UNDERSIGNED HOMEOWNER(S) HAVE CAREFULLY READ AND UNDERSTAND THIS LIMITED WARRANTY AND ACKNOWLEDGE RECEIPT OF A COPY.

BUYER

Name: **[FIRSTNAME0000] [LASTNAME0000]**

Date: **[CONTRACTDATE]**

BUYER

Name: **[FIRSTNAME0001] [LASTNAME0001]**

Date: **[CONTRACTDATE]**

VIRGINIA HOMES

Date: **[CONTRACTDATE]**



REAL ESTATE BROKER AGREEMENT

Lot #: **[LOTNUMBER]** Community: **[DEVELOPMENTNAME]**

This is an agreement between Virginia Homes and **[AGENTNAME]** ("Agent"), who represents that Agent is a licensed real estate broker or agent in good standing in the State of Ohio. Virginia Homes will pay Agent a commission equal to 3% of the original Purchase Contract price, not to exceed \$20,000. No commission will be paid on financing costs, built-in allowances, or subsequent change orders. Virginia Homes will pay the commission to the Agent who is the procuring cause of the sale, provided that all the following conditions are met:

- Agent completes the prospect registration form at the client's initial contact with Virginia Homes.
- A Purchase Contract is signed by the prospect within thirty (30) days after the prospect is introduced to Virginia Homes.
- Agent is present in person for the prospect's first appointment with a Virginia Homes sales representative.
- Agent is present in person when the Purchase Contract is executed.
- The client had not registered with a Virginia Homes sales representative or visited a Virginia Homes model during the preceding ninety (90) days.

Virginia Homes has no obligation to accept any proposed contract offer and has the absolute right in its sole discretion to reject any offer for any reason. 100% of the commission due will be paid upon completion of the Home. Virginia Homes will hold all deposits. If the Purchase Contract is terminated due to Buyer default, no commission will be owed to Agent.

BUYER

Name: **[FIRSTNAME0000]** **[LASTNAME0000]**

Date: **[CONTRACTDATE]**

BUYER

Name: **[FIRSTNAME0001]** **[LASTNAME0001]**

Date: **[CONTRACTDATE]**

VIRGINIA HOMES

Date: **[CONTRACTDATE]**

BUYER'S AGENT

Name: **[AGENTNAME]**

Date: **[CONTRACTDATE]**

[BROKERNAME]

[AGENTADDRESS1]

[AGENTCITY], [AGENTSTATE] [AGENTZIP]

Cell: [AGENTCELLNUMBER] | Email: [AGENTEMAILADDRESS]



DRAW SCHEDULE ADDENDUM

Seller will submit to Buyer or Buyer’s Lender on a monthly basis a request for payment for Work completed that month (the “Payment Request”). Buyer or Buyer’s Lender will pay the amount requested within five (5) business days after Seller submits the Payment Request. Each Payment Request will include payment for Work performed to date in accordance with the percentage amounts set forth below, as well as payment for any approved and unpaid change orders as required by the Purchase Contract.

The lot purchase draw is based on the actual lot purchase price and is separate from the percentage-based draws that follow. All percentage-based draws are calculated on the remaining Purchase Contract price after the lot purchase. Buyer’s right to inspect the Work and the process for disputing any Payment Request are governed by Section 4 of the Purchase Contract.

Description	Percentage / Amount
<i>Lot Purchase (Draw #1)</i>	<i>Lot Purchase Price</i>
	<i>Percentage of Remaining Purchase Price</i>
Permits	3.00%
Lot Prep & Rough Drive	1.00%
Sewer & Basement Excavation	1.00%
Footers & Foundation Walls	8.00%
Waterproofing	0.50%
Backfill & Rough Grade	2.00%
Basement Concrete Slabs	2.00%
Garage Concrete Slabs	1.00%
Framing	16.00%
Roof Trusses & Decking	4.00%
Roof Felt & Shingles	3.00%
Windows	3.00%
Exterior Doors	0.50%
Exterior Siding & Trim	6.00%
Exterior Painting	1.00%
Exterior Masonry	2.00%
Gutters/Downspouts	0.50%
Underground Plumbing	1.50%
Rough Plumbing	1.50%
Finish Plumbing	1.50%
Rough HVAC	1.00%

Furnace Set	2.00%
Finish HVAC	1.00%
Rough Electric	2.00%
Finish Electric & Lighting	2.00%
Insulation Walls	1.50%
Insulation Attic & Basement	1.00%
Drywall	4.00%
Trim Package & Interior Doors	5.00%
Cabinets	5.00%
Countertops	2.00%
Interior Painting	4.00%
Finish Flooring	4.00%
Mirrors/Shower Doors/Accessories	0.50%
Appliances	2.00%
Finished Driveways & Walks	2.00%
Finish Grade/Landscaping/Sod	2.00%
Total	100%