

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (hereinafter "Agreement") is made and entered into this 7TH day of MAY, 2021, by and between

the OWNER: Conor Aubry & Carling Aubry

and the CONTRACTOR: A&G Residential, LLC
916 Arsenal Avenue, Suite B
Fayetteville, NC 28305

for the following PROJECT: Construction of Aubrey residence
Address: 1239 Cypress Road, Cameron, NC 28326
PIN: A portion of that parcel currently having PIN
9545-52-9955.000 ("Parcel"), which is to be
subdivided into separate lots. The portion of that
Parcel which is subject to this Agreement shall be
the portion marked as the "Baby Lot" on the Plat
attached hereto as Exhibit A. All other portions of
the Parcel are not subject to this Agreement.

Section 1. Scope of Work. Contractor agrees to furnish and pay for all labor, supervision, materials, equipment, tools, transportation, storage, engineering, testing and all other facilities and services necessary to complete construction of the residence in accordance with the approved plans and specifications which are attached hereto as Exhibit B and incorporated herein by reference (the "Work"). The Work includes all incidental work reasonably necessary to complete the Work and shall be accomplished by Contractor. Contractor will be responsible for all fees in conjunction with construction such as FIF fees and temporary services. Owner will transfer all utility expenses to Owners account after Certificate of Occupancy has been issued.

The Work shall be performed by Contractor in a good and workmanlike manner strictly in accordance with the Contract Documents, consisting of the plans, specifications, and other documents identified or attached hereto, and all subsequently and duly issued modifications thereto.

Section 2. Contract Price and Payments.

- a) Owner agrees to pay the total Contract Price for the construction of the residence in the sum of \$ 279,273, subject to additions and deductions in accordance with this Agreement
- b) Owner agrees to pay Contractor \$7,500.00 (the “Builder’s Deposit”) within five (5) days of the execution of this Agreement, which will be credited to the Contract Price;
- c) The remaining balance of the Contract Price, in the sum of \$ 271,773, shall be paid in in the following manner
 - a. Draw 1: 10% upon slab installation
 - b. Draw 2: 40% upon framing inspection
 - c. Draw 3: 30% upon completion of cabinets/trim
 - d. Draw 4: 20% upon substantial completion and issuance of certificate of occupancy

Acceptance of Final Payment by Contractor shall constitute a full waiver and release by Contractor of all claims against Owner arising out of or relating to this Agreement. In addition, Owner may require Contractor’s final lien waiver stating Contractor has been paid in full prior to Final Payment.

Section 3. Time. Contractor agrees to begin its Work within fourteen (14) days upon the later of the Builder’s Deposit or receipt of a building permit (the “Commencement Date”), subject, however, to construction loan approval by Owner’s lender. Contractor acknowledges time is of the essence and will diligently carry forward and complete its Work in a timely manner. The work to be performed under this Agreement shall be substantially completed within 230 days after the Commencement Date (“Completion Date”).

Substantial completion shall mean the completion of the construction of the residence in accordance with the plans and specifications and any other special provisions that may be part of the Agreement to the degree that: (i) it is habitable and broom-clean, (ii) a certificate of occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the residence and delivered to Owner, and (iii) only Punch List Items remain to be corrected.

In the event construction is delayed through no fault of the Contractor, including but not limited to strikes, accidents, weather conditions, and other delays beyond the control of the Contractor, then the time of completion will be extended by the same number of days that construction is delayed.

Section 4. Financing. This Agreement is contingent upon Owner obtaining a VA construction to permanent loan in the amount of \$ 279,273. All fees and expenses of obtaining a loan shall be borne by Owner. Contractor is not required to begin construction until Owner provides Contractor with written notice from Owner's lender confirming that the loan is approved and ready for disbursement.

VA Escape Clause: It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

Section 5. Changes. Any modifications to this Agreement or to the Work or plans detailed in Exhibit B and any corresponding change in Purchase Price or Completion Date shall be in writing and agreed to by the Owner and Contractor.

Section 6. The Project Site. If conditions are encountered at the Property which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature or otherwise reasonably unforeseen, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner and Contractor will investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of an part of the Work, the Parties will negotiate an equitable adjustment in the Contract Sum and/or Completion Date.

Section 7. Safety. The Owner makes no representation with respect to the physical condition or safety of the Project site. The Contractor shall, at its own expense, preserve and protect from injury its employees, agents, and subcontractors engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work.

Section 8. Regulatory Compliance, Permits, Closing Costs, Occupancy. Contractor shall comply with all Local, State, and Federal laws, codes, regulations and ordinances which apply to the Project. Contractor shall give notices and comply with all such laws, ordinances, rules, regulations and orders of public authorities bearing upon the performance of its Work and shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of its Work. All penalties levied by public authorities attributable to Contractor's Work shall be paid by Contractor.

Contractor shall comply with all federal, state, and local tax laws to the extent they are applicable to the performance of the Work and shall pay all sales, consumer, use and other similar taxes. In the event Owner is obtaining a permanent construction loan, Owner agrees to pay all fees and expenses of obtaining the loan, including without limitation, title charges, appraisal fees and credit reports. Contractor shall pay \$1,500.00 towards closing costs. Owner shall pay when due all real property taxes and taxes imposed upon improvements on the residence.

Contractor shall pay real estate agent commission of three percent (3%) which shall be paid to Coldwell Banker Advantage. The Parties acknowledge that this is the only commission due with regard to this transaction.

Section 9. Warranty. Contractor warrants to the Owner that all materials and equipment furnished under this Agreement shall be of good quality and new unless otherwise specified, and that all Work under this Agreement shall be of good quality, free from faults and defects and in conformance with the plans and specifications.

Contractor agrees to provide Owner with materials and components that are free from defect for the periods set forth in the Warranty Manual. Subject to the terms of the Warranty Manual, Contractor shall provide Owner with a 1 Year Workmanship Warranty, a 2 Year Distribution Systems Warranty, and a 10 Year Structural Defect Warranty. The Warranty Contractor and Owner agree is attached hereto as Exhibit C and incorporated herein by reference.

Section 10. Liens. Contractor shall defend, indemnify, and hold harmless the Owner from any lien or claim of lien filed or maintained by any laborer, material man, subcontractor or other person directly or indirectly acting for, through, or under Contractor, against the Property or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor.

Section 11. Default and Termination. If work has been stopped for any reason for more than thirty (30) days, through no fault of the Contractor, or should the work be stopped through the act or neglect of Owner for a period of ten (10) days, or should the Owner fail to make any payment in accordance with this Agreement, Contractor may stop work or terminate this Agreement and recover from Owner payment for all work executed, plus interest, and any loss sustained and reasonable profit. Notwithstanding anything to the contrary herein, if Owner has not closed upon its construction loan to finance the Work within ninety (90) days from the date hereof, then Contractor reserves the right to terminate this Agreement by providing written notice to Owner.

In the event Contractor defaults under the terms of this Agreement, Owner may terminate this Agreement, declare Contractor in default, and pursue any remedy available to Owner at law.

Section 12. Insurance. Contractor agrees to purchase and maintain at Contractor's expense all necessary general liability insurance, automobile liability insurance, workers compensation insurance, and comprehensive liability insurance to protect Contractor from claims from damages because of bodily injury, including death, and for damages to property that may arise out of and during performance under this Agreement. Contractor shall purchase and maintain, throughout the entire course of construction, an "All Risks" builders insurance policy on the Property and improvements thereon against the perils of fire and direct physical loss or damage, including without limitation, coverage against theft, vandalism, malicious mischief, collapse, and windstorm in an amount equal to the full insurable value of the improvements and materials up to the time of issuance of Certificate of Occupancy, at which time Owner will need to insure Property.

Section 13. Access. The Owner shall at all times have access to the Property and the right to inspect the work. If Owner enters upon the Property during the course of construction without the permission of Contractor, it is understood that they do so at their own risk, and Owner hereby releases Contractor and does hereby hold Contractor harmless from any and all claims for injury or damage to his person or property, and to the persons or property of any persons accompanying Owner.

Section 14. Contractor's Representations. Contractor does hereby represent the following: (i) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; (ii) that it is able to furnish the materials and services required hereunder; (iii) that it is experienced in and competent to perform the Work; and (iv) that it is qualified, licensed, and duly authorized perform the Work and authorized to conduct business in this State.

Section 15. Assignment. Contractor shall not assign, sell, or otherwise dispose of any rights under this Agreement without the express written consent of Owner.

Section 16. Attorney Fees. Should either Party employ an attorney to initiate suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any manner arising under this Agreement, or to collect damages for the breach of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges and expenses incurred therein.

Section 17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina. Any dispute arising from this Agreement shall be litigated in Cumberland County, North Carolina and the laws of the State of North Carolina shall govern and control any such proceedings.

Section 18. Addenda. The following Addenda are made a part of this Agreement and incorporated herein by reference:

- A&G RESIDENTIAL ADDENDUM TO CONTRACT
- A&G RESIDENTIAL COVID-19 ADDENDUM
- 2-10 HOME WARRANTY ADDENDUM/ADDENDUM TO CONTRACT
- CYPRESS ROAD - COMMUNITY FEATURES

Section 19. Entire Agreement. This Agreement, the addenda and any signed written amendments contain the complete agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral. The Parties affirmatively state and represent that no statement, representation, or warranty not contained in this Agreement has been relied upon to affix their signatures hereto or to agree to any of the terms, conditions or provisions of this Agreement. This Agreement may not be modified except by a written agreement signed by both parties.

Section 20. Effective Date. This Agreement shall become effective on the date it is signed by both parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date below.

CONTRACTOR

A&G Residential, LLC

By: WELLS ALDERMAN

Its: _____

Date: 5/8/21

OWNER(S)

Conor Burke Aubrey
Conor Aubrey

Date: 05-07-2021

Carling Breanne Aubrey
Carling Aubrey

Date: 05-07-2021

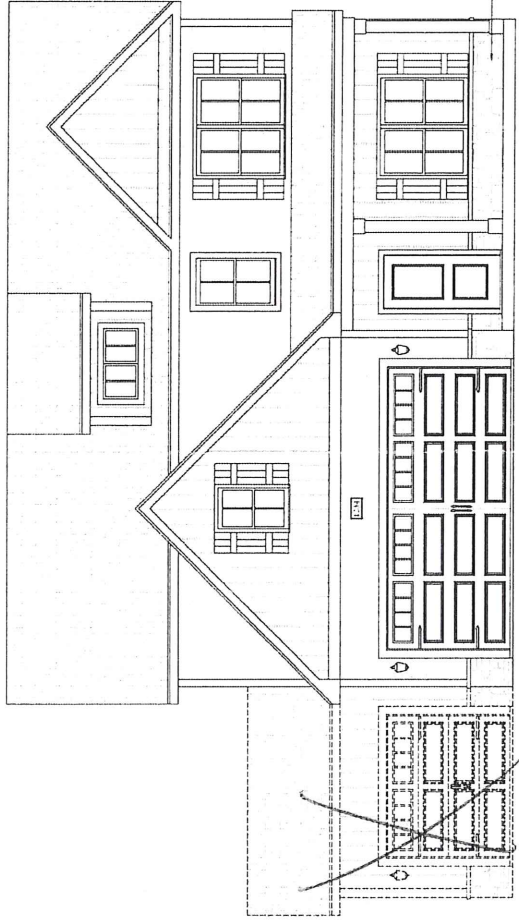


UNION

Aubny

2365 SQ. FT.
3-5 BEDROOM
2.5-4 BATHROOM
WIDTH = 38'-0"
DEPTH = 42'-0"

*Cultured stone
reverse layout*



OPTIONAL BRICK OR CULTURED STONE (SHOWN) SKIRT

DWA
CBA 05-07-2021

SQUARE FOOTAGE

1st FLOOR:	1038 SQ. FT.
2nd FLOOR:	1327 SQ. FT.
TOTAL:	2365 SQ. FT.
FRONT PORCH:	123 SQ. FT.
STD. REAR PATIO:	100 SQ. FT.
GARAGE:	418 SQ. FT.
OPT. REAR PORCH:	100 SQ. FT.
OPT. PATIO/DECK:	100 SQ. FT.
OPT. THIRD CAR GARAGE:	240 SQ. FT.

ELEVATION-B

PRICES, PROMOTIONS, INCENTIVES, FEATURES, OPTIONS, FLOOR PLANS, ELEVATIONS, DESIGNS, MATERIALS AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. SQUARE FOOTAGE AND DIMENSIONS ARE ESTIMATED AND MAY VARY IN ACTUAL CONSTRUCTION. ACTUAL POSITION OF HOUSE ON LOT WILL BE DETERMINED BY THE SITE PLAN AND PLOT PLAN. FLOOR PLANS AND ELEVATION RENDERINGS ARE ARTIST CONCEPTIONS. FLOOR PLANS ARE THE COPYRIGHTED PROPERTY OF H&H HOMES. ANY USE, REPRODUCTION, ADAPTATION, OR DISPLAY OF THE PLANS IS STRICTLY PROHIBITED. SEE NEW HOME SALES CONSULTANT FOR CURRENT DETAILS. COPYRIGHT © 2021 A&G RESIDENTIAL

MARCH 16, 2021

SHEET ___ OF ___



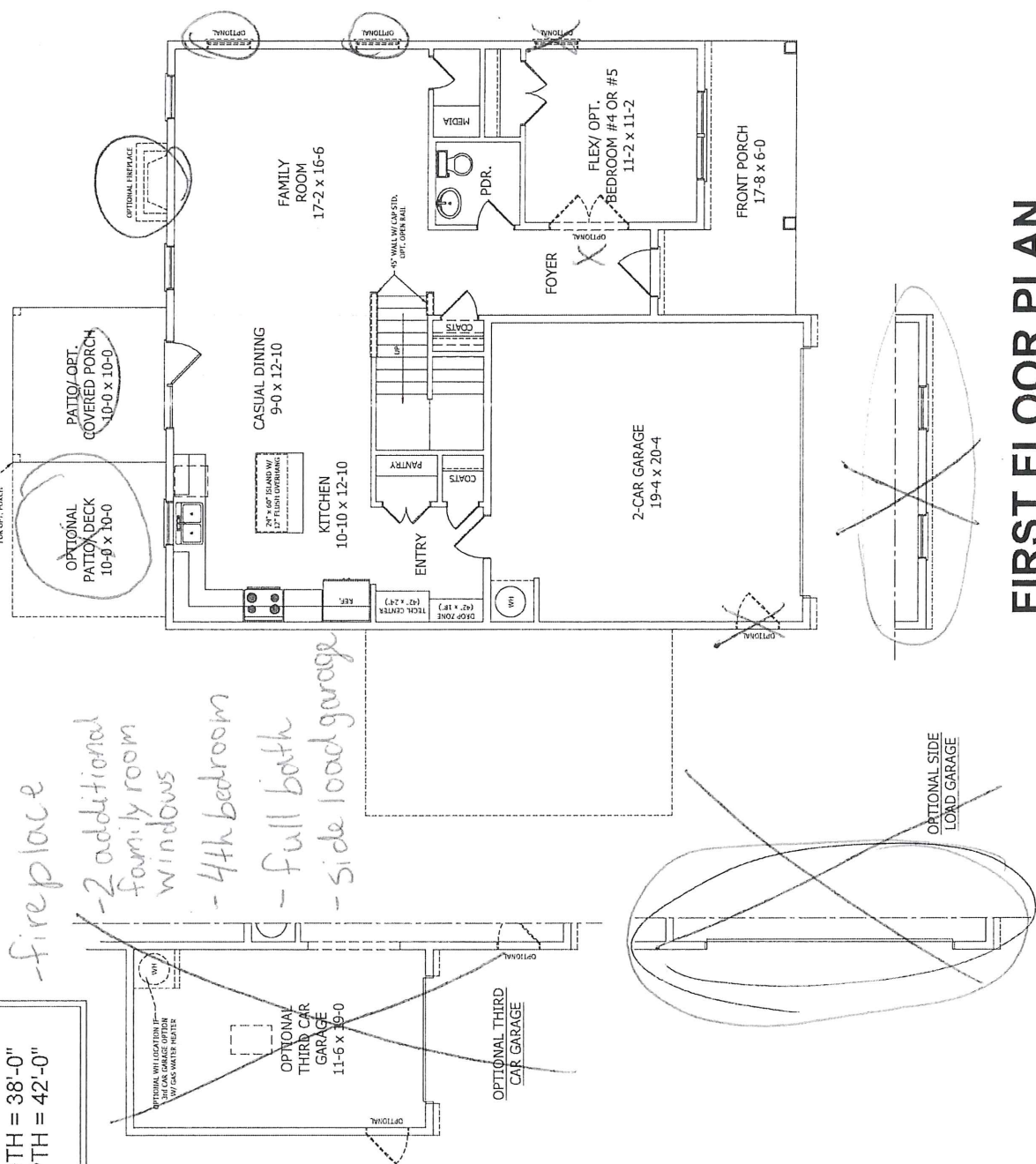
UNION

Covered ~~patio~~ porch
- additional patio/deck 10x10
- fireplace

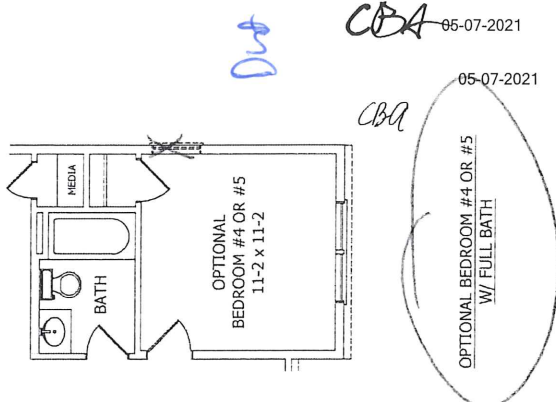
- 2 additional family room windows
- 4th bedroom
- full bath
- side load garage

Aubrey

2365 SQ. FT.
 3-5 BEDROOM
 2.5-4 BATHROOM
 WIDTH = 38'-0"
 DEPTH = 42'-0"



FIRST FLOOR PLAN



Dub
CBA 05-07-2021
 05-07-2021

PRICES, PROMOTIONS, INCENTIVES, FEATURES, FLOOR PLANS, ELEVATIONS, DESIGNS, MATERIALS AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. SQUARE FOOTAGE AND DIMENSIONS ARE ESTIMATED AND MAY VARY IN ACTUAL CONSTRUCTION. ACTUAL POSITION OF HOUSE ON LOT WILL BE DETERMINED BY THE SITE PLAN AND PLOT PLAN. FLOOR PLANS AND ELEVATION RENDERINGS ARE ARTIST CONCEPTIONS. FLOOR PLANS ARE THE COPYRIGHTED PROPERTY OF H&H HOMES. ANY USE, REPRODUCTION, ADAPTATION, OR DISPLAY OF THE PLANS IS STRICTLY PROHIBITED. SEE NEW HOME SALES CONSULTANT FOR CURRENT DETAILS. COPYRIGHT © 2021 A&G RESIDENTIAL



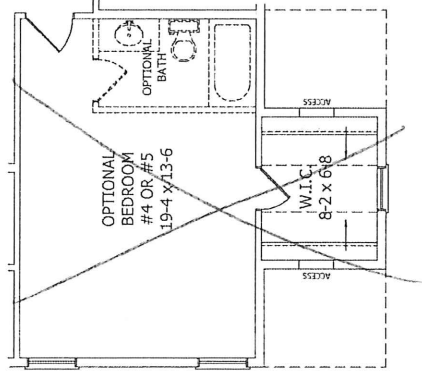
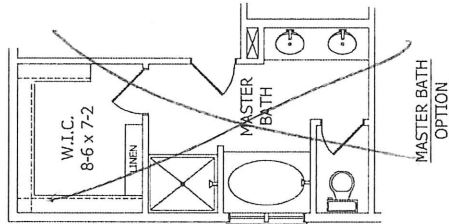
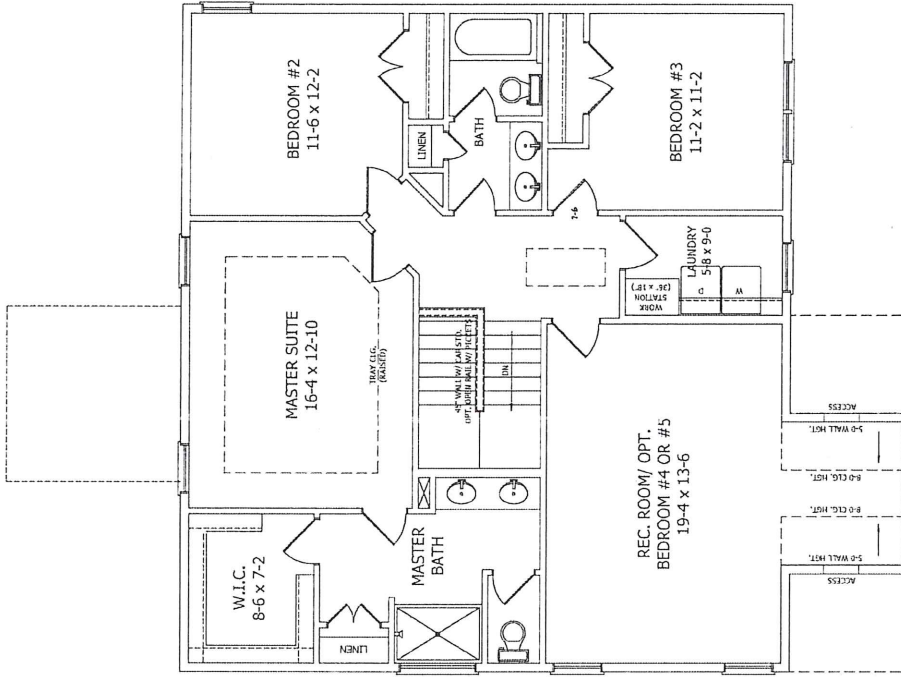
CBA 05-07-2021

CBA

CBA

05-07-2021

UNION



Aubrey
2365 SQ. FT.
3-5 BEDROOM
2.5-4 BATHROOM
WIDTH = 38'-0"
DEPTH = 42'-0"

SECOND FLOOR PLAN

PRICES, PROMOTIONS, INCENTIVES, FEATURES, OPTIONS, FLOOR PLANS, ELEVATIONS, DESIGNS, MATERIALS AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. SQUARE FOOTAGE AND DIMENSIONS ARE ESTIMATED AND MAY VARY IN ACTUAL CONSTRUCTION. ACTUAL POSITION OF HOUSE ON LOT WILL BE DETERMINED BY THE SITE PLAN AND PLOT PLAN. FLOOR PLANS AND ELEVATION RENDERINGS ARE ARTIST CONCEPTIONS. FLOOR PLANS ARE THE COPYRIGHTED PROPERTY OF H&H HOMES. ANY USE, REPRODUCTION, ADAPTATION, OR DISPLAY OF THE PLANS IS STRICTLY PROHIBITED. SEE NEW HOME SALES CONSULTANT FOR CURRENT DETAILS. COPYRIGHT © 2021 A&G RESIDENTIAL

STATE OF NORTH CAROLINA, HARNETT COUNTY

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS 8th DAY OF APRIL, 2020 AT 1:40 pm

Michelle W. Temple
REGISTER OF DEEDS

PLAT CABINET SLIDE

CERTIFICATE OF OWNERSHIP AND REDUCTION
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF HARNETT COUNTY, NORTH CAROLINA, AND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

DATE 7/4/2020 OWNER Donna Kay Hennings
DATE 4-11-2020 OWNER Sherry Hennings Harrison
DATE 4-4-2020 OWNER Joy Lynn Hennings

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLES WITH THE HARNETT COUNTY WATERSEED PROTECTION ORDINANCE AND IS APPROVED BY MYSELF AS AGENT FOR THE WATERSEED REVIEW BOARD FOR RECORDING IN THE HARNETT COUNTY REGISTER OF DEEDS OFFICE.

DATE 4-8-2020 WATERSHED ADMINISTRATOR Carlin H. Bunnell

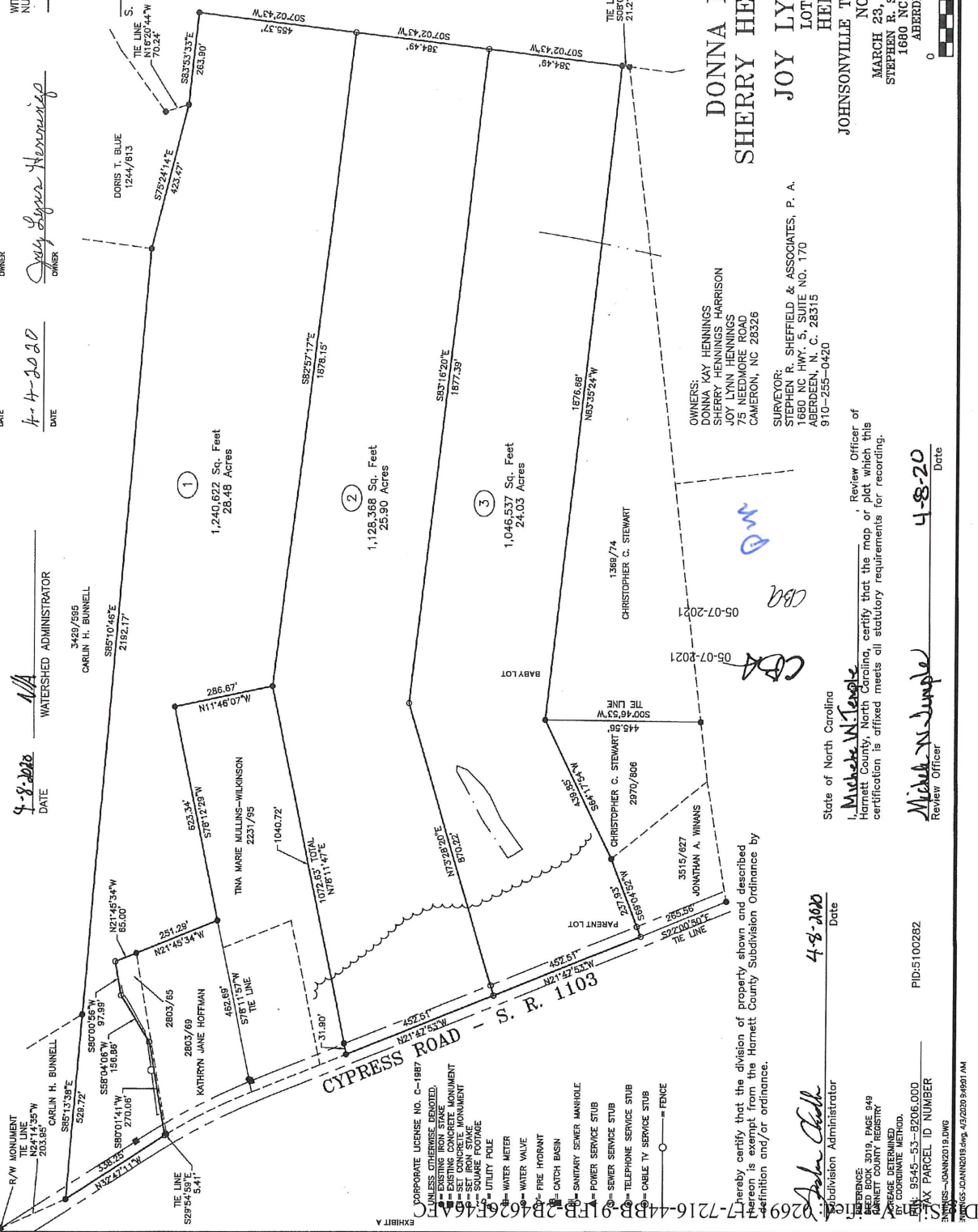
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 23rd DAY OF MARCH, 2020, A.D.



NOTE: MINIMUM BUILDING SETBACK LINES TO BE IN COMPLIANCE WITH CURRENT ZONING OR EXISTING REGULATORY BODY IN FORCE AT THE TIME OF APPLICATION OF A BUILDING PERMIT.
PROPERTY IS PRESENTLY ZONED RA-20R IMPROVEMENTS NOT SHOWN

JEFFREY D. STARNES
3/207/580

RECORDED MAP NORTH



SURVEY FOR
**DONNA KAY HENNINGS,
SHERRY HENNINGS HARRISON
AND
JOY LYNN HENNINGS**
HENNINGS LAND
JOHNSONVILLE TOWNSHIP, HARNETT COUNTY,
NORTH CAROLINA
LOT NOS. 1, 2 & 3

OWNERS:
DONNA KAY HENNINGS
SHERRY HENNINGS HARRISON
JOY LYNN HENNINGS
75 NEEDMORE ROAD
CAMERON, NC 28326

SURVEYOR:
STEPHEN R. SHEFFIELD & ASSOCIATES, P. A.
1680 NC HWY. 5, SUITE NO. 170
ABERDEEN, N. C. 28315
910-255-0420

State of North Carolina
Michelle W. Temple
Review Officer of
Harnett County, North Carolina, certify that the map or plat which this
certification is affixed meets all statutory requirements for recording.
Michelle W. Temple
Review Officer
Date 4-8-2020

PLAT NO. 9545-53-8206.000
TAX PARCEL ID NUMBER 910-255-0420
DATE OF RECORDING 4/8/2020
REGISTER OF DEEDS
HARNETT COUNTY REGISTER
BY Michelle W. Temple
REGISTER OF DEEDS
HARNETT COUNTY REGISTER
DATE OF RECORDING 4/8/2020
TAX PARCEL ID NUMBER 910-255-0420



A&G RESIDENTIAL ADDENDUM TO CONTRACT

This addendum to the offer to purchase contract dated 5/7/2021 between CONOR BURKE AUBRY AND WIFE, CARLING BREANNE AUBRY, Buyer(s)(s), and A&G Residential, Seller, regarding property known as LOT TRACK 3- BABY LOT, in or near the City of CAMERON, County of HARNETT, North Carolina, by reference hereto, is incorporated and is a part of said contract, as follows:

1. Closing attorney to be Reaves Law, PLLC.
2. Buyer(s) has received a copy of the restrictive covenants from his/her agent and acknowledges his/her responsibility to read them for compliance.
3. It is Buyer(s) responsibility to confirm school assignment and any potential redistricting.
4. A&G Residential builds "pre-assigned, speculative" homes – not custom homes, which means all selections are made from our pre-chosen samples and vendors. We do not accommodate "vendor shopping." All the items that you can choose will be selected with an approved vendor of A&G Residential.
5. Floor plans vary regarding square footage, special features and upgrades; therefore, many of the items viewed in other homes may not be standard.
6. Builder will not install or allow to be installed prior to closing any items provided/purchased by the Buyer(s).
7. Any pricing (i.e. upgrades, fences, etc.) will be done directly through A&G Residential Pricing in the field done by a trade partner and/or field associate will not be honored.
8. Buyer(s) may not engage the Building Superintendent, or tradesman/subcontractors to make additions or changes of any kind while under construction and/or prior to closing. Such changes must be coordinated between their agent and the A&G Residential representative.
9. All upgrades, changes and additions must be submitted on a Change Order form prepared by your agent. If it is not in writing and paid for, no upgrades, changes, or additions will be made.
10. Buyer(s) to coordinate all available interior and exterior selections through vendors on list provided by Builder's agent. Buyer(s) will have seven (7) days from the date of accepted contract for selections to have been made and/or make changes, upgrades, or additions. A two-hundred fifty-dollar

(\$250) fee plus the cost per accepted change will apply after thirty (30) days from the date accepted contract. The stage of construction at the time of contract will determine which changes the Builder will accommodate.

Upgrades, changes, and additions must be paid for in advance and are non-refundable. Fifty (50) percent of the cost of any upgrade, change, or addition is required at the time of contract and the balance due within a minimum of thirty (30) days or before order/installation, whichever is less.

11. Builder shall diligently pursue the construction of the House and shall complete construction as a "turn-key" job on/or before the closing. If Seller is delayed at any time in the process of construction by a) any act or neglect of Buyer(s), b) any changes ordered in the construction, c) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or d) acts of God, then the time for completion on construction of the House and closing shall be extended automatically by a reasonable time to account for the delay experienced. Construction shall be deemed complete when i) the House has been completed in accordance with the Plans and Specifications and is broom-clean; ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the house. Builder is not responsible for any fees i.e. extension of interest rate lock, etc. resulting in such delays of closing.
12. In accordance with the Builder's insurance company and NC State Law: a) Buyer(s) understand and agree that they will not be on the job site between the hours of 6:00 am and 6:00 pm during weekdays unless accompanied by their agent. b) Buyer(s) understand that they enter the job site at their own risk, even when accompanied by the Builder or agent. c) Buyer(s) enter the job site after hours at their own risk.
13. The Buyer(s) is responsible for having the utilities turned on in their name within three (3) days after closing, i.e. electric, water/sewer, and gas.
14. The Builder and Buyer(s) shall have an initial walk-through two (2) weeks prior to closing. Any items that need addressed will be coordinated by our superintendent and will be written down and noted in your file. Those items shall be repaired, and we'll schedule a final walk-through to inspect those items for completeness three (3) days prior to closing.

Conor Burke Aubry

05-07-2021

Buyer(s)

Date

A&G Residential, LLC

5/5/21

Date

Carling Breanne Aubry

05-07-2021

Buyer(s)

Date



Cypress Road - Community Features

April 13th, 2021

EXTERIOR FEATURES

- 30 Year Architectural Shingles
- Low Maintenance Vinyl Siding, Trim, and Accents
- Vinyl, Low-E, Insulated Windows w/Panes Per Plan
- Fiberglass Insulated Front Door (per plan)
- Brushed Nickel Lockset with Deadbolts
- Insulated Garage Doors w/Openers, 2 Remotes & Keypad
- 2 Exterior Hose Bibs
- 2 Flood Lights on Rear of Home
- Aluminum Gutters with Splash Blocks on Front of Home
- Rear Covered Porch
- Professional Landscaping Package with Seeded Yard
- Sentricon Termite Colony Elimination System (*first year included*)

INTERIOR FEATURES

- 9' First Floor / 8' Upstairs Smooth Ceilings
- 2 Panel Interior Doors with Brushed Nickel Hardware
- 3 ¼ Baseboard, 2 ¼ Casing
- Door Hardware to be Brushed Nickel
- Ventilated Closet & Pantry Shelving
- Pull Down Attic Stairs (per plan)
- 1 Ceiling Fan with Light Kit (Pre-Wire all Bedrooms)
- USB Outlet in Kitchen
- Phone/Cable Jacks – 8 included
- Structured Wiring Package with Smart Panel, CAT5 Wiring and RG6 CATV
- Wireless Security System

KITCHEN

- Granite Countertops with 8" Stainless Under Mount Sink
- Staggered Height Cabinets with Crown Molding and Hardware
- Ceramic Tile Backsplash
- Upgraded Stainless Faucet w/pulldown Spray
- Stainless Steel Appliances: Smooth Top, Self-Cleaning Electric Range, Over the Range Microwave & Dishwasher

FLOORING

- LVP Flooring in Kitchen, Nook, Foyer, and Great Room Per Plan.
- Luxury Vinyl in all Baths and Laundry
- Carpet with 6 lb. pad in all bedrooms and Great Room per plan

BATHROOMS

- Master Bath Fiberglass Shower with Glass Door
- Adult Height Vanity(s) in All Baths
- Cultured Marble Countertops
- Easy Clean One-Piece Tub/Shower Combination in Common Bath(s)
- Brushed Nickel Plumbing Fixtures & Accessories
- Pedestal Sink in Powder (per plan)
- Elongated Toilets in All Baths

A & G - Simply Better FEATURES

- 2-10 Home Buyer's Warranty & Frontline Service
- TRANE® 14 Seer Energy Efficient HVAC System with Programmable Thermostats
- Energy Efficient 50 Gallon Electric Water Heater
- Quality Assurance throughout the Build Process

Buyer Signature: Conor Burke Aubrey, Breanne Aubrey 05-07-2021

Date: 05-07-2021

Buyer's Agent Signature: Theresa Price

Date: 05-07-2021

A&G Signature: _____

Date: 5/5/21

A&G Residential

916 Arsenal Ave | Suite B | Fayetteville, NC 28305

910-779-0229 info@agresidentialnc.com

www.AGResidentialnc.com



2533 Raeford Road | Suite C
Fayetteville, North Carolina 28305
910-779-0229 Phone
NC General Contractor # 80672

Addendum reference Covid-19.

The unprecedented events surrounding the Covid-19 pandemic include significant limitations and closures of entire industries and trades that support our construction of homes. A&G is committed to meeting the target closing date agreed to in this contract. The purpose of this agreement is to confirm that all parties understand that uncommon delays could occur on the construction of this home due to said pandemic. Any such construction delays that are directly or indirectly attributable to the pandemic (due to shortage of construction materials, labor or other) shall be considered a force majeure event; and the parties agree that the target closing date shall be automatically extended on a day-by-day basis, based on the length of any such delays.

BUYER:

Conor Burke Aubry

Date 05-07-2021

Buyer Signature

Carling Breanne Aubry

Date 05-07-2021

BUILDER:

A&G Residential, LLC

Date 5/8/21

Workmanship, systems and structural warranty



from 2-10 Home Buyers Warranty (2-10 HBW).

LONG LIVE HAPPY HOMES®

1 Year Workmanship Warranty

The 1 year workmanship warranty provides clearly defined performance guidelines for defects in materials and workmanship.

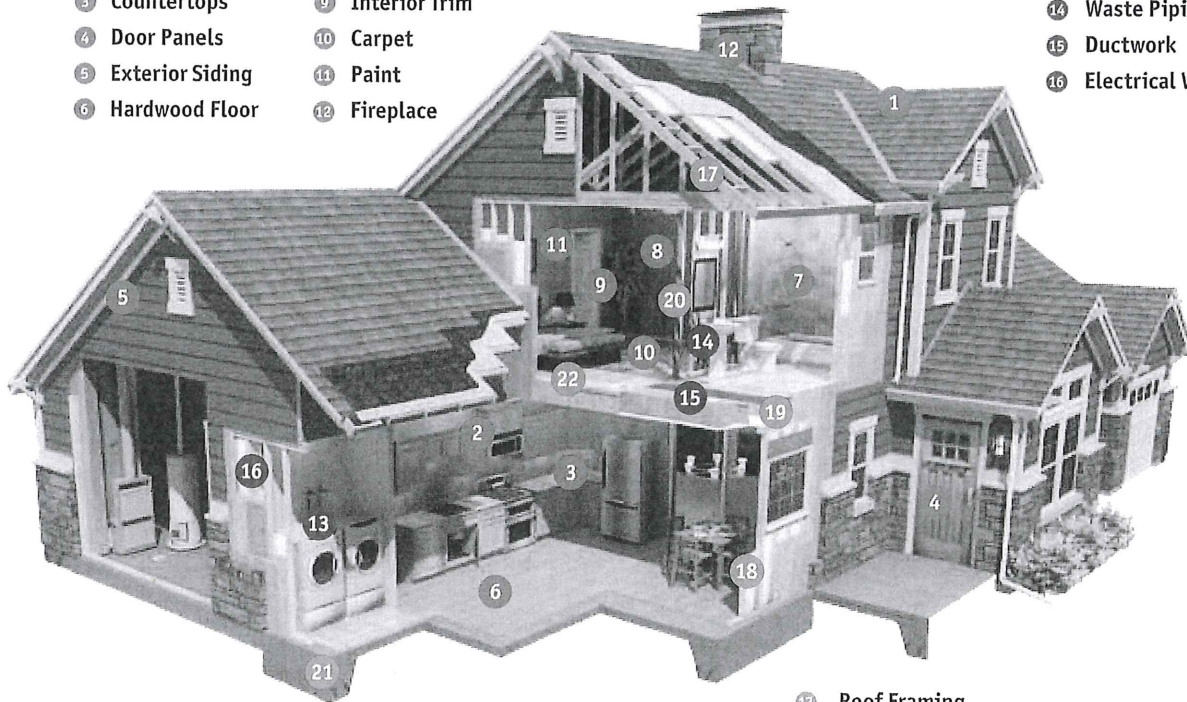
2 Year Distribution Systems Warranty

The 2 year systems warranty provides surety coverage from the day of closing. It provides clearly defined construction standards for defects in the distribution of electrical, plumbing and mechanical systems for a full two years. If the builder defaults on their obligation, the warranty insurer fixes the defect.

- 1 Roof Covering
- 2 Cabinets
- 3 Countertops
- 4 Door Panels
- 5 Exterior Siding
- 6 Hardwood Floor

- 7 Ceramic Tile
- 8 Drywall
- 9 Interior Trim
- 10 Carpet
- 11 Paint
- 12 Fireplace

- 13 Supply Piping
- 14 Waste Piping
- 15 Ductwork
- 16 Electrical Wiring



10 Year Structural Warranty

The 10 year structural warranty provides insurance-backed coverage, starting the day the home closes, for qualified structural defects. Damages to the load-bearing elements, affected surfaces and finishes of the home resulting from subcontractor error, material failure or soil movement including settlement and heave, are covered.

- 17 Roof Framing
- 18 Load-Bearing Walls
- 19 Beams
- 20 Columns
- 21 Foundation
- 22 Floor Framing

Dna

CBA 05-07-2021

CBA 05-07-2021



Homeowners register on
2-10.com/registerhome

- Easily search your digital warranty book
- Access, view or download your Certificate of Warranty
- Exclusive Home Appliance Discounts program
- Add extended systems and appliances coverage



Addendum to Offer to Purchase and Contract

Address of Subject Home: 1239 CYPRESS ROAD, CAMERON NC 28326

- 1. Superseding Agreement.** The provisions of this Addendum are a material consideration for the Seller to enter into the purchase Contract to which this Addendum is attached and such provisions supersede and preempt any and all different or inconsistent in the purchase Contract.

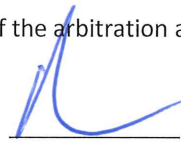
- 2. The 2-10 HBW Warranty.** Buyers(s) agree(s) to the substitution of 2-10 HBW Warranty in lieu of any warranty, express or implied, identifies in the Purchase Contract. At or about close of escrow, Seller will purchase for Buyer(s) a 2-10 HBW Warranty administered by Home Buyers Warranty Corporation ("HBW"). The 2-10 HBW Warranty is a limited warranty that provides one-year workmanship, two years systems and ten-year qualifying structural defect coverage for certain construction defects in the subject home. As consideration for the 2-10 HBW Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in HBW Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.

- 3. Arbitration Agreement.** Any and all claims or disputes between Seller, and Buyers(s), HBW and/or the Warranty Insurer arising from or relating to the 2-10 HBW Warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Homeowner has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by binding arbitration. The arbitration shall be conducted by Construction Dispute Resolution Services LLC, or DeMars & Associates, Ltd, or some other mutually agreeable services. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. Any person in contractual privity with the Builder whom the Buyer contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder and Buyer agree that this agreement and arbitration provision involve and concern interstate commerce and all governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial role.

- 4. Further Agreement.** Effective one year from the date of closing on the purchase of the Home, Buyer(s) waive the right to seek damages or other remedies from the Seller, its subcontractors, agents, suppliers or design professions for any defect to the Home, the real property upon which it is situated, and any common elements Buyers(s) have any interest in, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. Buyer's(s') exclusive remedy for any such defect shall be coverage provided in the 2-10 HBW Warranty. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the law of the state in which the Home is located and shall be applicable to any claim made after the effective date of this Addendum. This paragraph shall not be applicable where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

By signing this Addendum, Buyer(s) agree to all terms of the arbitration agreement and waive your right to a jury trial or class action litigation.

Conor Burke Ambady Date: 05-07-2021
Buyer

 Date: 5/8/21
Builder

Carling Breanna Aubrey Date: 05-07-2021
Buyer

Title: Member - Manager



Homeside Financial, Pre-Approval Certificate

Applicant(s):
Conor Aubry
Breanne Aubry
Cameron, NC 28326

Date: 05/07/2021
Expires: 07/06/2021

Congratulations! Based on the information that you have provided to Homeside, you are qualified to meet the financial requirements of the loan described below.

LOAN AMOUNT	TERM	TYPE	RATE (APR)	LTV
\$279,273.00	12mo (1 yrs)	VA / Construction	5.500% During the construction period only.	100.000%

This Certificate is not a commitment to lend money nor is it a commitment as to the interest rate and terms. The Certificate is subject to a property appraisal, and underwriting approval of the secondary market, FHA, VA, Fannie Mae, Freddie Mac and the private mortgage insurer, if applicable. **Credit has been reviewed and eligibility has been determined through FNMA AUS.** This certificate requires that you also furnish the following documentation at the time your Contract to Purchase is accepted:

1. Acceptable appraisal
1. Clear title commitment
2. Verification of assets for closing
3. Subject to validation of automated underwriting findings
4. Verification of Income and Tax Returns
5. Condo Warrantability

The Certificate represents a mortgage amount that the prospective purchaser is qualified to obtain if all other lending criteria comply with the above statement and is subject to underwriter final approval. The certificate is valid for a period of forty-five (45) days from the date of application. Rates and points are subject to change at any time without prior notice and any change in the prevailing rates and points could affect the figures as shown on this Certificate.

When the Contract to Purchase your home has been accepted, please immediately contact John B Sorrell via email at jsorrell@gohomeside.com. Thank you for allowing us to be your mortgage banker of choice.

Sincerely,

John B Sorrell
NMLS ID #115673
Phone: 910-229-8687
Email: jsorrell@gohomeside.com

Not a commitment for a specific rate. Rate quoted is only an indication of current rates at the time pre-approval is issued. Loan commitment is subject to: final underwriting, re-verification of your supporting financial documents, title review, and acceptable collateral. Please report any changes to your financial standing as it may adversely affect your pre-approval and eligibility.

