

**ASSIGNMENT, ASSUMPTION AND
TRANSFER OF WARRANTY RIGHTS**

Home Address: True Homes originally constructed a structure on the real property described at Deed Book 01384, commencing at Page 0428 of the Chatham County Register of Deeds, and more commonly known as 57 Camp Drive, Pittsboro, North Carolina for the record owner, Chatham County, North Carolina ("**Home**")

Previous Owner: Chatham County, North Carolina

New Homeowner Name: _____

New Owner Email: _____

New Owner Preferred Phone Contact: _____

The above Home was built by True Homes, LLC. and is protected by a Limited Warranty Policy issued by True Homes, LLC ("**Builder**") to Chatham County, North Carolina. This Limited Warranty Policy is intended to transfer automatically to subsequent record owners with any transfer of the real property by Chatham County. The entire Limited Warranty Policy describing all of the available coverages and limitations can be obtained upon request by either the original owner/grantee or the current owner/grantee by submitting this completed form to:

True Integrity Insurance Company, Inc.
Attn: Subsequent Homeowner Enrollment
2649 Brekonridge Centre Drive,
Monroe NC 28110
Warranty@truehomesusa.com
(704) 238-1229

This Limited Home Warranty is provided at no cost by True Homes, LLC and provides protection for the Home. This Limited Home Warranty became effective at: the date of Transfer of Possession of a constructed Home by True Homes, LLC to Chatham County, North Carolina ("**Effective Date**"). To the extent that there is any uncertainty concerning the date of the Transfer of Possession of the Home, the date of the issuance of the Certificate of Occupancy (or its equivalent in the subject jurisdiction) shall control the Effective Date. Capitalized terms or terms in Bold type used but not otherwise defined in the text of this Limited Home Warranty shall have the meanings assigned to them in Section IX of this Limited Home Warranty. Any remaining warranty under this Limited Home Warranty will automatically transfer to any subsequent owner(s) of the Home, but the Effective Date of this Limited Home Warranty will remain the same.

WAIVER OF TRIAL BY JURY; WAIVER OF RIGHT TO PARTICIPATE IN CLASS ACTION. EXCEPT AS EXPRESSLY PROHIBITED BY LAW, TRUE HOMES, LLC AND ANY SUBSEQUENT RECORD OWNER(S) (FOLLOWING CHATHAM COUNTY, NORTH CAROLINA) WHO ACCEPTS THIS ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AND INSTEAD VOLUNTARILY AGREE TO SUBMIT ANY AND ALL DISPUTES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DISPUTES ARISING FROM THIS LIMITED HOME WARRANTY, THE LIMITED HOME WARRANTY DOCUMENTS, THE HOME AGREEMENT, THE HOME, OR THE RELATIONSHIP BETWEEN THE PARTIES, TO BINDING ARBITRATION, AS GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 et seq.), AND AS MORE SPECIFICALLY DESCRIBED IN THE DISPUTE RESOLUTION PROCEDURE SECTION OF THE LIMITED HOME WARRANTY.

WAIVER OF CONSEQUENTIAL DAMAGES. SUBSEQUENT RECORD OWNER(S) IN ACCEPTANCE OF THIS THIS ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS ALSO WAIVE THE RIGHT TO RECOVER FROM

TRUE HOMES, LLC ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGE, INCLUDING EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOST PROFITS, DEPRECIATION OR OTHER STATUTORY DAMAGES, LOST WAGES OR OPPORTUNITY, LOST OR DAMAGED HOUSEHOLD ITEMS, HOUSING OR MEDICAL EXPENSE. The total liability under the Limited Home Warranty is limited to the most recent appraisal price at the time of original Transfer of Possession of the Home from True Homes, LLC to Chatham County, North Carolina.

WAIVER OF IMPLIED WARRANTIES. SUBSEQUENT RECORD OWNER(S) IN ACCEPTANCE OF THIS THIS ASSIGNMENT, ASSUMPTION AND TRANSFER OF WARRANTY RIGHTS WAIVE ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF HABITABILITY. Other than as provided in the Limited Home Warranty, True Homes, LLC makes no other warranty, either express or implied, in connection with the Transfer of Possession of the constructed Home or the construction of the Home. All other warranties are excluded, except as expressly provided in this Limited Home Warranty. There are no warranties which extend beyond the face of this Limited Home Warranty policy.

Below is a summary of the applicable coverage:

- A. **FIRST YEAR COVERAGE:** Beginning on the **Effective Date**, True Homes, LLC warrants for **ONE YEAR** that construction of **your** Home will conform to the **STANDARDS OF PERFORMANCE FOR FIRST YEAR COVERAGE**. First Year Coverage expires on the **FIRST** anniversary of the **Effective Date**. To be eligible for First Year Coverage, **we** must receive written notice of the **Defect** prior to the expiration date of the coverage.
- B. **FIRST AND SECOND-YEAR COVERAGE:** Beginning on the **Effective Date**, True Homes, LLC warrants for **TWO YEARS** that the **Mechanical Systems** will conform to the **STANDARDS OF PERFORMANCE FOR FIRST AND SECOND YEAR COVERAGE**. First and Second Year Coverage for Mechanical Systems expires on the **SECOND** anniversary of the **Effective Date**. To be eligible for Second Year Coverage, **we** must receive written notice of the **Defect** prior to the expiration date of the coverage.
- C. **LOAD BEARING COVERAGE:** Beginning on the **Effective Date**, True Homes, LLC warrants for **TEN YEARS** that no **LOAD BEARING DEFICIENCY** exists in the Home. Load Bearing Coverage begins on the **Effective Date** and expires on the **TENTH** anniversary of the **Effective Date**. To be eligible for Load Bearing Coverage **we** must receive written notice of the **Load Bearing Deficiency** prior to the expiration of the coverage.

Additionally, True Homes, LLC and any Subsequent Record Owner(s) in Acceptance of this Assignment, Assumption and Transfer of Warranty Rights acknowledge and agree that the Limited Home Warranty affects interstate commerce by virtue of the materials and components in the Home. Any dispute arising out of or relating to the Limited Home Warranty shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, and shall be administered by such third-party arbitration administrator designated according to Section VII(ii) of the Limited Warranty Policy, in accordance with its applicable rules for governing residential construction disputes.

ACKNOWLEDGMENT

Above named "New Homeowner" acknowledges receipt of this form and requests a full copy of the Warranty Policy; Above named "New Homeowner" also requests that all benefits of the Limited Warranty Policy, including without limitation the: 1st year coverage; 2nd year coverage; Load Bearing Coverage; and Alternative Dispute Resolution process be transferred from the immediately preceding record owner(s) of the real property, whether the preceding owner is Chatham County, North Carolina or a subsequent record owner thereafter.

Additionally, by submitting this form and receiving the benefit of the Limited Warranty Policy, the "New Homeowner" further acknowledges acceptance of the above-described waivers, specifically the Waiver or Trial by Jury, Waiver of Right to Participate in Class Action, Waiver of Consequential Damages, and Waiver of Implied Warranties.

Printed Name

Signature

Dated