SCOPE Update: August 23, 2005

ADDENDUM "D"

APPLIANCES

SCOPE OF WORK

This Exhibit is intended to supplement the TRADE CONTRACT AGREEMENT. In the event that there is a conflict in language or intent, the TRADE CONTRACT AGREEMENT and its terms and conditions shall prevail.

The TRADE CONTRACTOR under this Agreement has represented itself as an expert and as such has included in Schedule of Prices, all of the following unless noted otherwise, labor, material, installation, storage, transportation, supervision and all applicable taxes, permits and inspection/re-inspection fees. Construction Drawings, described in the Description of Materials, listed herein or not specifically shown, but reasonably inferable for the completion of the project indicated, shall be included as part of this TRADE CONTRACT AGREEMENT.

After the TRADE CONTRACT AGREEMENT has been executed between both parties, it shall be the responsibility of the TRADE CONTRACTOR to review with (and provide a copy to) his field personnel. This shall assure CONTRACTOR and Builder the Terms of the TRADE CONTRACT AGREEMENT and particularly the Scope of Work that pertains to the type of materials and workmanship will be installed as negotiated.

GENERAL INFORMATION

A. Purpose of this document

This document defines both CONTRACTOR and TRADE CONTRACTOR responsibilities in each phase of construction. It is intended as a checklist that will define CONTRACTOR'S standard of quality and professionalism. The Appliances TRADE CONTRACTOR'S work will not be considered complete until all specifications herein contained are fully met.

B. Relationship to other documents

Additional information and/or requirements are defined in:

- Option Selection Sheet
- Architectural Plans

- Shop Drawings (as needed)
- Change Authorization Requests and Change Orders
- CONTRACTOR'S "Best Practices"
- Soils Report
- Product Requirements and Recommendations
- Plot Plan
- Addendum "A" Terms of Payment
    1. Exhibit A-1 Trade Contract Payment Schedule
    2. Exhibit A-2 Trade Contractor Administrative Procedure
- Addendum "B" Scheduling
    1. Exhibit B-1 Trade Capacity, and Material Lead Time
    2. Exhibit B-2 Community Schedule
    3. Exhibit B-3 Trades Specific Schedule
- Addendum "C" General Conditions
- Addendum "D" Scopes of Work
    1. Exhibit D-1 Trade Contractor's Quality Checklist
       (All items on the checklist must be completed prior to TRADE CONTRACTOR submitting for payment)
    2. Exhibit D-2 Community Specification

PAYMENT DEFINITIONS

Scheduled task payments will only be approved for payment after TRADE CONTRACTOR'S foreman has inspected and certified that all contract work is completed per the following criteria:

a) All Trade Quality Checklist items have been completed 100% and accepted by Builder.
b) All pick up work identified during inspection is completed, NO DEFICIENCIES REMAIN.
c) The property is completely clean, safe and ready for next trade.
d) Scheduled tasks have passed all State/Local municipality inspections, ordinances, statutes and requirements.
e) All work has been installed and completed as per Contract Scope of Work, Community Specifications and Manufacturers Instructions and Recommendations.
f) All related requirements per Builder have been completed.

SCOPE OF WORK

This TRADE CONTRACTOR shall include all labor, tools, material, equipment, etc. to complete the work per this agreement as required by plans, customer selection sheet, and individual lot conditions as identified but not limited to each task in "Exhibit B-1" and below.

1) Refrigerator
2) Range/Oven
3) Dishwasher
4) Microwave (if applicable)
5) Washer and Dryer (if applicable)
6) Food Disposal

All work performed under this Trade Contract Agreement shall be in accordance with the plans, CONTRACTOR'S specifications, FHA and VA Minimum Property Standards, local municipalities and government agencies, State of Florida Codes, ordinances and statutes, the specifications hereinafter set forth and any standard production changes incorporated through an approved Change Authorization Request/Contract Change Order.

GENERAL REQUIREMENTS (applies to all aspects of above mentioned scopes)

1. Supplier and CONTRACTOR shall verify shipment of all appliances prior to signing for acceptance.

2. TRADE CONTRACTOR shall provide legible paper work explaining exactly what we are to receive.

3. Shipment must be sent per Builder's schedule.

4. All deliveries must be made Monday through Thursday between 8:00 a.m. and 3:00 p.m., and Friday 8:00 a.m. to 12:00 p.m.

5. All shipments are to be 100% complete (no back orders).

6. Lead-time is from time of notification in writing to delivery, shall be no later than two (2) weeks or per Project schedule or Builder's direction.

7. Turn around time for back orders, buyer's options and/or stolen item deliveries shall be one (1) week. If the back order, buyer option and/or stolen item model number is not available in the week time frame, then an upgrade model will be provided at no additional charge to the
CONTRACTOR.

8. Provide all appliances per specification and installation per contract.

9. Appliances are to be delivered, spread and installed per Builder's and Manufacturer's instructions.

10. Shipments shall be free of visible damage.

11. Supplier shall send three (3) sets of detailed catalogs, product warranty information specifications and installation data to CONTRACTOR prior to start of job.

12. All appliances to have pigtails.

13. All debris to be removed to designated area.

14. TRADE CONTRACTOR/Supplier shall provide to the Customer Care a touch-up kit inclusive of, but not limited to, spare knobs, dials, and appliance finish touch up in assorted colors appropriate to the selection offered.
15. All manuals in all appliances that are left in the unit(s) will be put in one drawer in the kitchen by the TRADE CONTRACTOR.

16. During the warranty period, should a necessary repair require removal of any appliance unit, a loner unit shall be provided (at no additional cost to the CONTRACTOR), in its place until necessary repairs are completed and corrected unit is ready to re-install.