FIRST AMERICAN HOME BUYERS PROTECTION

Home Warranty Application

Includes 13 SEER A/C Coverage

Low Base Price
$399

Midwest Sample Contract

First American Home Buyers Protection Corporation
Please Mark Desired Coverage Below

<table>
<thead>
<tr>
<th>COVERED ITEMS</th>
<th>FOR BUYER</th>
<th>FOR SELLER</th>
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<tbody>
<tr>
<td>Plumbing Stoppages</td>
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<td>Whirlpool Bath Motor &amp; Pump Assemblies</td>
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<td>Electrical System</td>
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<td>Trash Compactor</td>
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<td>Built-in Microwave</td>
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<td>Instant Hot Water Dispenser</td>
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<td>Garage Door Openers</td>
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<td>Pressure Regulators</td>
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<td>Kitchen Refrigerator</td>
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<td>Central Air Conditioning (electric)</td>
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- Included in basic coverage for applicable premium
- Optional coverage for additional charge

Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American.

1. Residential Property To Be Covered: Single family residence under 5,000 square ft. Call for quote on homes over 5,000 sq. ft. or multiple units.
   - Street Address: ___________________ / ___________/ ____________
   - Unit #: ___________________________
   - City: ___________________ / State: _______ / Zip: ______________

2. Real Estate Information
   - Company Name: ______________________ / ________________
   - Phone #: ___________________ / Agent: ________________

3. Other Broker Information (if available)
   - Company Name: ______________________ / ________________
   - Phone #: ___________________ / Agent: ________________

4. Closing Information
   - Company Name: ______________________ / ________________
   - Phone #: ___________________ / Est. Close Date: ________________ / File #: ________________

5. Buyer’s Name
   - (type or print name): ____________________________
   - Phone #: __________________

6. Seller’s Name
   - (type or print name): ____________________________
   - Phone #: __________________

The plan fee is to be paid at closing and includes the full amount of fees due and payable to First American Home Buyer’s Protection Corporation for plan administration and provision of service, as well as optional reimbursement to the above named real estate company based on a good faith estimate of the value of its services and expenses incurred in promoting, selling, processing and advertising the plan.

I DESIRE:
- The home warranty coverage and options I have marked on the left panel.
- I decline the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

TOTAL COST: $____________

SERVICE FEE PER TRADE CALL IS $55

PHONE ORDERS: (800) 444-9030 • FAX ORDERS: (800) 772-1151
WEB ORDERS: www.firstam.com/warranty
Mail to: P.O. Box 10180, Van Nuys, CA 91410-0180
Should You Need Service

Please Read Your Coverage Carefully

It is helpful to have your contract number, make and/or model of covered item, and complete street address available. You will pay the $55 service call fee when the technician arrives at your home.

IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. Items must be in good safe working order at the start of coverage. Items must be located within the perimeter of the main foundation of the home or garage (except Well Pump, Septic Tank Pumping, Air Conditioning and Pool/Spa Equipment). Coverage is only provided for malfunctions which occur and are reported to the First American Home Buyer’s Protection (Company) during the term of this contract. You must call us for service prior to the expiration of this contract. The Company will not reimburse you for services performed without approval.

Basic Seller's Coverage and Seller's Options (if elected) start upon receipt of application or confirmation number by Company and continue until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller’s coverage may be extended at the discretion of the Company.

Buyer’s Coverage starts upon payment at close of sale and continues for one year. Payment is due at close of sale and must be received by Company within 20 working days.

Offer for future coverage after expiration of this contract is at the sole option of the Company.

Basic Contract Coverage

The following items are covered by this contract for the buyer when payment is made at close of sale and for the seller during seller’s coverage. We show examples of items “not covered” to assist your understanding of the contract. It is also important to review Limits of Liability.

PLUMBING
- Leaks and breaks of water, drain, gas, vent or sewer lines.
- Valves: shower, tub, diverter, angle stop and gate valves.
- Toilet tanks, bowls and mechanisms (replaced with white builders standard as necessary).
- Circulating hot water pump.
- Permanently installed sump pumps within perimeter of main foundation or garage (ground water only).
- Whirlpool bath motor and pump assemblies.
- Pressure regulators.

Not Covered: Fixtures, faucets, shower head, shower arm, hose bibs, filter, shower enclosure and base pan, caulking and grouting, septic tank, flow restrictions in fresh water lines caused by chemical deposits, corrosion, or rust, water conditioning equipment, sewage ecutors, saunas or steam rooms, whirlpool jets, and fire suppression systems.

Note: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of $500 in the aggregate.

PLUMBING STOPPAGES
- Clearing of stoppages in drain, vent and sewer lines to 125 feet of point of access where accessible ground level cleanout is existing, except;

Not Covered: Stoppages caused by roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from vent, removal of water closet, and costs to locate, access or install a ground level cleanout.

WATER HEATER
- Gas or electric
- Drain valve
- Heating elements

Not Covered: Failures caused by sediment, holding or storage tanks, solar equipment, fuel storage tanks, flue and vents.

Not Covered: Gas valve, Tank leaks

Not Covered: Control thermostat and thermostatic

TEMPERATURE AND PRESSURE RELIEF VALVE

Not Covered: Failures caused by sediment, holding or storage tanks, solar equipment, fuel storage tanks, flue and vents.

ELECTRICAL
- Wiring
- Switches and fuses
- Circuit breakers (including ground fault)

Not Covered: Interiors, fixtures, alarms, inadequate wiring capacity, sensor, relay, low voltage, timed circuits, phone jacks, wiring which is the property of the phone company.

Note: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of $500 in the aggregate.

KITCHEN APPLIANCES
- Oven/Range/Cooktop: All parts and components, except;

Not Covered: Knobs, dials, racks, rotisserie, door glass, lights, handles, interior lining, magnetic induction units and meat probe assemblies.

- Dishwasher: All parts and components, except;

Not Covered: Racks, rollers and baskets.

- Garbage Disposal: All parts and components.

- Microwave Oven (Built-in only): All parts and components, except;

Not Covered: Knobs, racks, rotisserie, removable trays, door glass, clock, shelves, lights, interior lining, handles and meat probe assemblies.

- Trash Compactor: All parts and components, except;

Not Covered: Lock/Key assemblies, knobs and removable buckets.

CENTRAL VACUUM SYSTEM
- All parts and components, except;

Not Covered: Hoses and accessories which are removable.

Note: The Company is not responsible for gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

ATTIC AND EXHAUST FANS
- All parts and components.

ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

NOTE FOR SELLER: If this option is elected, the following items are subject under this contract to a maximum of $1,500 in the aggregate during the seller’s coverage period.

HEATING
- Radiators
- Heating elements
- Vent blower assembly
- Baseboard convectors
- Gas, electrical, oil furnaces
- Switches, wiring and relays

Not Covered: Auxiliary space heaters, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, humidifiers, baseboard casings and grills, chimneys, flues and vents, outside or underground components and piping for geo-thermal and/or water source heat pumps, well pumps and well pump components for geo-thermal and/or water source heat pumps, cable heat (in ceiling) and wood stoves even if main source of heat to home.

Note: Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water, or glycol is limited under this contract to a maximum of $1,500 in the aggregate.

Ductwork
- Ductwork from the heating unit to the connection at register or grill.

Not Covered: Grills and registers, insulation, dampers, ductwork where asbestos is present.

CENTRAL AIR CONDITIONING (DUCTED)
- Refrigeration System (includes heat pump)
- Condensing unit
- Thermostats
- Motors
- Freon lines
- Compressor
- Coils
- Liquid and suction line dryers
- Fuses, breakers, disconnect boxes and wiring
- Valves (including thermostatic expansion valves)

Air handling unit
**Coverage and Limits of Liability**

- Evaporative Cooler
  - Pump
  - Casing
  - Motor
  - Belts and pulleys
  - Float-assembly
- Built-in Electric Wall Units
  - Not Covered: Condenser casings, registers, grills, filters (including electric air cleaner), gas air conditioners, window units, underground or outside piping and components for geo-thermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands.
  - Note: If the company determines that the air conditioning unit must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards and replace any covered component, as well as the plenum, indoor electrical, air handling transition, and duct connections necessary to maintain compatibility with the replacement unit, including the installation of thermostatic valves.

### ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

**CLOTHES WASHER AND DRYER**
- All parts and components, except;
  - Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting, damage to clothing.

**KITCHEN REFRIGERATOR**
- All parts and components, except;
  - Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting, damage to clothing.

**OPTIONAL COVERAGE FOR BUYER**

The buyer is covered for the following items when additional payment is made at closing.

**First Class Upgrade**

The following items that are not covered without the First Class Upgrade Option are covered when this option is ordered and paid for.
- Plumbing: Faucets (replaced with chrome builders standard), shower head and shower arm, hose bibs, toilets (replaced with like quality up to $300 per occurrence).
- Heating: Registers, grills, filters, heat lamps.
- Microwave Oven (Built-in only): Interior lining, door glass, clocks, shelves.
- Trash Compactor: Removable buckets.
- Air Conditioning: Registers, grills, filter, window units.
- Smoke Detector: Both battery operated and hardened wire.
- Oven/Range/Cooktop: Rotisseries, racks, handles, knobs, dials, interior lining.
- Dishwasher: Racks, baskets, rollers.
- Water Heater: Failures caused by sediment.
- Garage Door Openers: Hinges, springs, remote transmitter.
- Kitchen Refrigerator: Ice makers.

**POOL/SPA EQUIPMENT**
- Heating unit
- Filter
- Pump
- Pump motors
- Bearings
- Valves
- Pool sweep motor and pump
- Impellers, switches and relays
- Above ground plumbing and electrical
- Not Covered: All cleaning equipment, including pop up heads, turbo valves, pool sweepers, lifters, lights, structural defects, solar equipment, inaccessible components, jets, fuel storage tank, disposable filtration medium, chlorinators, ozonators, and other water chemistry control equipment and materials.

**WELL PUMP** (Limited to one well pump per home.)
- All parts and components of well pump utilized exclusively for domestic use, except;
  - Not Covered: Well casings, booster pumps, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geo-thermal and/or water source heat pumps, improper installation or mineral deposit build-up, access to repair well pump system.

### SEPTIC TANK PUMPING

Coverage valid only if a septic tank certification was completed within 120 days prior to start of coverage. A copy of the certification may be required prior to completion of the work.
- One time pumping per contract if the stoppage is due to septic tank back up.
- Not Covered: Septic tanks, leach lines, cesspool, mechanical pump or systems, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of solids, chemical treatment of the septic tank and/or sewer lines.
  - Note: Septic Tank Pumping Option is not renewable.

### LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity, or misuse are not covered by this contract.
3. The Company’s liability is limited to failure of systems due to normal wear and tear. Cosmetic defects are not covered.
4. The Company is not liable for consequential or secondary damage.
5. Solar systems and components including holding tanks are not covered. Electronic or computerized system management controllers are not covered.
6. The Company will not be responsible for any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes. The Company will not be responsible to pay any costs relating to permits, haul away fees, construction, carpentry, relocation of equipment. The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning (Ducted) section of this contract. The Company will not alter structure effect repair or replacement, nor refinish or replace cabinets, countertops, tile or flooring.
7. The Company will not effect service involving hazardous or toxic materials, including asbestos or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.
8. This contract covers only single family residential-use property, under 5,000 square feet, unless amended by the Company. Homes over 5,000 square feet, multiple units, mother-in-law units, guest houses, and other structures are covered if the appropriate fee is paid. This coverage is for owned or rented residential property, not for commercial property or residences being used as businesses, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers.
9. The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance’s primary function including, without limitation, TVs or radios in the kitchen refrigerator. The Company will replace with equipment of similar features, efficiency, and capacity but is not responsible for matching brand, dimensions, or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part.
10. First American reserves the right to require a second opinion at no additional charge to the customer.
11. The Company is not responsible for repairs arising from manufacturer’s recall of covered items, manufacturer’s defects, or for items covered under an existing manufacturer’s, distributor’s or in-home warranty. The Company is not responsible for repair or replacement of systems and appliances classified by the manufacturer as commercial.
12. The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer’s improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
13. The Company will not effect repairs or replacements associated with the performance of routine maintenance, including the failure to clean or maintain as specified by the manufacturer of the equipment. The Company will not effect repairs due to conditions caused by chemical or sedimentary build-up.

14. Problems caused by rust or corrosion during the first 30 days of coverage are excluded.

CUSTOMER SERVICE

1. Telephone service is available at all times. Call us to describe the problem. When your coverage is confirmed First American will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time. Additional efforts are made in emergency situations. If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges.

2. The customer pays the $55 service call fee for each separate trade call. Trade call means each visit by an approved contractor, unless multiple visits are required to remedy the same problem. The Company warrants its work for 30 days. If the item fails outside this time period, an additional service fee will be charged. Failure to pay the service call fee may delay processing of future claims.

3. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company’s negotiated rates with its suppliers, which may be less than retail.

4. Sometimes there are problems and delays in securing parts or equipment. When the items are secured they will be installed promptly without any further service charge.

5. At times it is necessary to open walls, ceilings or floors to make repairs. We will close the opening, at our cost, and return it to rough finish. This does not apply to Central Vacuum Coverage.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this contract, you must notify First American of the change in ownership and must submit the name of the new owner by phoning 1-800-992-3400 in order to transfer coverage to the new owner.

CANCELLATION

A home service contract is noncancellable during the initial term for which it was issued, except for any of the following reasons, (i) Nonpayment of contract fees; (ii) The subscriber’s fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled by mutual consent of the contract holder and First American Home Buyers Protection, the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less an administrative fee and all service costs incurred by the Company.

MISCELLANEOUS

Illinois Residents Only: THIS IS NOT A CONTRACT OF INSURANCE.

This contract may only be cancelled pursuant to the terms provided herein. If cancelled, First American shall have no further obligations, except as specified under Items 1 and 2 as follows: 1) The contract may be cancelled by the contract holder during the first 30 days of coverage for a full refund of the paid contract fee if, and only if, no service has been provided under the contract. If so cancelled by the contract holder, after 30 days, contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less a cancellation fee (incurred by First American) of $30 or 10% of the contract price, whichever is less. 2) The contract may be cancelled by First American or contract holder at any other time, and the contract holder shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less the value of any services received and less a cancellation fee (incurred by First American) of $30 or 10% of the contract price, whichever is less.