

WORK AUTHORIZATION AGREEMENT

I. Scope of Work

The repair work at your Home will include the following:

- Relocating you and your family to a comparable temporary residence pursuant to the terms and conditions set forth in our Sublease Agreement;
- Moving your furniture from your Home using a reputable insured moving company to your temporary residence and/or a secure storage facility;
- Removing and replacing all defective drywall in your Home;
- Repairing or replacing other affected building materials in your Home, including affected HVAC systems, plumbing components, as well affected electrical components, including affected wiring, switches, and receptacles;
- Finishing and painting all new drywall;
- Repairing or replacing, as necessary, all materials affected by the repair process in your Home, which may include but is not limited to flooring, wall coverings and tile, cabinets and countertops, sinks, toilets, bathtubs and shower enclosures, appliances, mirrors, lighting and plumbing fixtures, and wood trim and molding;
- HEPA vacuuming your Home to remove all construction dust;
- Cleaning and restoring your Home to pre-repair condition; and
- Moving your furniture and belongings back to your Home.

A supplemental description of the above-mentioned repair work, including detailed specifications and other special instructions, as agreed upon between you and Lennar, is set forth on a separate "Home Repair Specifications Sheet," which is incorporated herein.

II. Additional Warranty

HOMEOWNER'S ADDITIONAL GUARANTEE

Homeowner: [REDACTED]

Street Address: [REDACTED]

LENNAR CORPORATION certifies that the additional work to be performed under this Work Authorization Agreement is GUARANTEED to the original Homeowner as herein named against all defects in the original materials and workmanship for ONE YEAR from the date that the work is completed and you are permitted to reoccupy your Home.

During this warranty period, LENNAR CORPORATION will, at its option, repair or replace at no charge to the HOMEOWNER, any components to the additional work in this Home which shall be found either structurally or functionally defective, with the exception of any item damaged by neglect or by the HOMEOWNER'S failure to perform normal maintenance procedures.

Minor expansion, contraction and settling cracks normal to CBS construction and damage due to undisclosed subsoil conditions are not considered to be structural defects under the terms of this guarantee.

Warranties, herein with respect to appliances, equipment, and fixtures, which are consumer products, under PL93-637, are limited warranties. The manufacturers' limited warranties or guarantees are in force according to their terms. Consequential damages are excluded.

III. Limited Release and Assignment of Claims

This LIMITED RELEASE AND ASSIGNMENT, hereinafter referred to as the "Agreement," is executed as of the date the below-described Homeowner signs the Authorization and Acceptance in Section IV below, by and between The Lennar Corporation, a Florida corporation, together with its agents, employees, representatives, subsidiaries, affiliates, divisions, assigns, predecessors and successors, including but not limited to Lennar Homes, Inc. and U.S. Home Corporation, (the "Homebuilder"), and Anthony and Dolores Elvas, on behalf of himself/themselves and his/their agents, representatives, assigns, predecessors and successors (the "Homeowner"), on the following terms and conditions and with the following warranties and covenants.

In consideration of the terms and conditions set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Homeowner purchased a home (the "Home") from and/or constructed by Homebuilder. During the construction of the Home, Homebuilder entered into agreements for the installation of the drywall materials in the Home with certain independent drywall installation contractors, who obtained the drywall materials from one or more suppliers, distributors, importers, and manufacturers (collectively, the "Responsible Parties"). The Responsible Parties provided and/or installed drywall that was in a defective condition (the "Defective Drywall") and which damaged other affected building materials in the Home (the "Affected Materials"). Homeowner should have any potentially affected other personal property, such as non-fixed appliances (e.g., TVs, computers, toasters, etc.) inspected and, if necessary, repaired.

2. Homeowner made a demand against Homebuilder for property damage associated with the Defective Drywall and Affected Materials in the Home. Homebuilder agrees to perform the repair work, as described in the attached Scope of Work and further clarified in the Home Repair Specifications Sheet (the "Repair Work"), at the Home in full settlement of any and all claims, demands, losses, or damages for property damage resulting and/or associated directly or indirectly from the Defective Drywall and Affected Materials at the Home, including any claims related to the

relocation of Homeowner during the Repair Work (the "Potential Claims").

3. In exchange for Homebuilder performing the Repair Work at the Home, Homeowner releases and forever discharges Homebuilder of and from all debts, demands, actions, causes of action, suits, damages, losses, fees, sums of money, controversies, agreements, promises, implied or express warranties, claims, and all liabilities whatsoever, past, present or future, vested or contingent, both at law and in equity, whether direct or indirect, foreseen or unforeseen, known or unknown, which Homeowner had, now has, or in the future may have for property damage associated directly or indirectly in any manner whatsoever with the Potential Claims.

4. Homebuilder intends to recover the expense arising from, among other things, the Repair Work from the Responsible Parties. In order to facilitate such recovery, Homeowner hereby assigns to Homebuilder all of its present and future rights, title, interest, claims, demands, and all other "Assigned Rights", as defined herein, whether legal, equitable, or otherwise, against any individual or entity, including, but not limited to, the Responsible Parties, arising from or connected with, directly or indirectly, the Potential Claims for property damage. As used herein, the term "Assigned Rights" shall mean all debts, demands, actions, suits, sums of money, damages, liabilities, losses, causes of action or claims against any individual or entity, and rights to recovery, whether in equity, at law, or

otherwise, direct or indirect, known or unknown, foreseen or unforeseen, existing or which may later accrue in Homeowner's favor, and arising out of or in any manner related directly or indirectly to the Potential Claims for property damage.

5. Accordingly, Homebuilder shall have the exclusive right to bring any action or claim in connection with any property damage related to the Defective Drywall and Affected Materials. Homeowner shall cooperate and use its best efforts to facilitate and assist Homebuilder in its recovery efforts, the reasonable costs of which shall be borne by Homebuilder.

6. Each party agrees that the facts on which this Agreement is based may hereafter prove to be different from the facts now known by it or believed by it to be true, and that facts not now known may be later discovered, and each party agrees that all of the terms of this Agreement shall be in all respects effective and that no mistake as to such facts (whether mutual or unilateral), and no later discovery of facts not now known, will justify rescission of this Agreement or the Releases provided for herein. Furthermore, this Agreement and all papers relating to it are not, and shall not be construed as, an admission by any of the parties as to the validity of the Potential Claims, nor an admission by any of the parties of any liability or wrongdoing by any of them.

7. Homeowner warrants that: (a) Homeowner has not settled or compromised, or released from liability any individual or entity, in whole or in part, with respect to any of the Potential Claims for property damage, and further warrants that it will not do so in the future without the prior written consent of Homebuilder; (b) all documents, records, examinations, investigations, and information relating directly or indirectly to the Potential Claims which are discovered in the future will be furnished to Homebuilder promptly upon their discovery; and (c) Homeowner has not and will not do anything to prejudice Homebuilder's rights as its subrogee and assignee.

8. This Agreement does not merge, affect, or supplant any consistent terms, conditions, rights, or obligations set forth in the original Purchase and Sale Agreement executed in connection with the sale of your Home.

9. Homeowner shall have no right to share in any proceeds, associated costs, and attorneys' fees recovered by Homebuilder in connection with the Potential Claims.

10. This Agreement is in addition to, is intended to be supplementary to, and shall not be limited by the rights and remedies available to Homebuilder, including, but not limited to, equitable or legal subrogation and equitable assignment.

11. The parties agree that this Agreement contains the entire agreement between the parties hereto and may not be modified except in a writing signed by both parties. The parties agree they shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein.

12. The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Agreement, the property, or any dealings between the Homebuilder and Homeowner (with the exception of "consumer products" as defined by the Magnuson-Moss Warranty-Federal Trade Commission Act, 15 U.S.C. §2301 et seq., and the regulations promulgated there under); (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Homebuilder or Homebuilder's representative with respect to this Agreement; and (c) any property damage alleged to have been sustained by Homeowner on the property or in the subdivision, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) or, if inapplicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator shall have the right to award reasonable attorneys' fees and expenses, including those incurred in mediation, arbitration, trial or on appeal.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction industry Mediation Rules, as appropriate. If the dispute is not fully resolved

by mediation, the dispute shall be submitted to binding arbitration before the AAA in accordance with the Commercial or Construction Industry Arbitration Rules, as appropriate, and judgment upon the award rendered by the arbitrator can be entered in and enforced by any court having jurisdiction over the matter. It is understood and agreed by the parties that in the event the Homeowner's Warranty provided by Homebuilder does not provide for binding arbitration, a claim under, or covered by, the warranty will be administered as provided in the warranty prior to submission to binding arbitration.

Unless otherwise provided by law or the Homeowner's Warranty, the cost of mediation and arbitration shall be borne equally by the Homebuilder and Homeowner. Homebuilder and Homeowner specifically agree that notwithstanding anything to the contrary, the rights and obligations set for in this paragraph shall survive (1) the termination of this Agreement by either party; or (2) the default of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph. Homebuilder and Homeowner further agree (1) that any dispute involving Homebuilder's directors, officers, employees and agents shall be resolved as set forth herein and not in a court of law; (2) that Homebuilder shall have the option to include the subcontractors and suppliers as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the disputes involving the parties specified herein, including any warranty company and insurer.

13. In the event that either party to this Agreement brings a lawsuit or any other proceeding to enforce this Agreement or for damages for breach of this Agreement, or any covenant, condition, or requirement contained in this Agreement, the prevailing party shall be entitled to recover from the other, in addition to its damages or other remedy, all costs and reasonable attorneys' fees as fixed by the Court, both at trial and at the appellate level.

14. The provisions of this Agreement are separable. In the event that any paragraph of this Agreement shall be ordered or decreed to be unenforceable, it is the intent of Homeowner and Homebuilder that the remaining paragraphs shall nevertheless be given full force and effect.

15. Homeowner acknowledges that Homeowner has read and fully understood the provisions of this Agreement and has executed this Agreement freely and voluntarily. Therefore, the language of this Agreement shall not be construed presumptively against Homeowner or Homebuilder.

16. This Agreement shall be binding upon and inure to the benefit of Homeowner and Homebuilder and their respective predecessors, successors, assigns, subsidiary corporations, heirs, personal representatives, agents, or other representatives.

17. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Nothing in this Agreement is intended or shall be construed to give any other persons or entities any right, remedy or claim under or by reason of this Agreement.

IV. Authorization and Acceptance

By signing below, Homeowner authorizes Homebuilder to perform the repairs described in the "Scope of Work," accepts the benefits of the "Additional Warranty," and agrees to the terms of the "Limited Release and Assignment."

IN WITNESS WHEREOF, we have set our hands and seals.

HOMEOWNER

By: _____

Print Name: _____

Title: _____

Date: _____

LENNAR CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

ADDITIONAL HOMEOWNER

(If Applicable)

By: _____

Print Name: _____

Title: _____

Date: _____