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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

EPN

Receipt # 3474695



First American Title™

Record and Return To:
First American Title
12740 Gran Bay Parkway W
Suite 2120
Jacksonville, FL 32258

Prepared by and Return to:
Elaina Greco, an employee of
First American Title Insurance Company
3450 Buschwood Park Drive, Ste 120
Tampa, Florida 33618
(813)371-7680

Doc Stamp-Deed: \$4,987.50

File No.: 111092274
Consideration: \$712,500.00

Tax Parcel Identification Number: **0802080141**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this March 30, 2026, by **Mattamy Tampa/Sarasota, LLC, a Delaware limited liability company** (the "Grantor") with a mailing address of 4107 Crescent Park Drive, Riverview, FL 33578, to **Donald K. Tomkinson, Jr. and Pamela Harrington Tomkinson, husband and wife as tenants by the entirety** (collectively the "Grantee") with a mailing address of: 12011 Ethos Court, Venice, FL 34293.

WITNESSETH: That the Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain property situated **Sarasota** County, **Florida**, viz:

Lot 141, SUNSTONE VILLAGE F3, according to the plat thereof, as recorded in Plat Book 58, Pages 208 through 230, of the Public Records of Sarasota County, Florida.


TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

FURTHER, the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby warrants the title to said real property for any acts of Grantor and will defend the same against the lawful claims of all persons claiming by, through or under Grantor and that said real property is free from all encumbrances except, and is subject to the Permitted Exceptions set forth on Exhibit "A", attached hereto and incorporated herein by this reference, which reference hereto shall not reimpose same.

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed on the day and year first written above.

Mattamy Tampa/Sarasota, LLC, a Delaware limited liability company

By: 
Name: Timothy Murray
Title: Vice President

Signed, sealed and delivered in the presence of these witnesses:


Witness Signature

Print Name: Amy Vu
4107 Crescent Park Drive, Riverview, FL 33578



Witness Signature

Print Name: Cindy Nguyen
4107 Crescent Park Drive, Riverview, FL 33578

State of **Florida**

County of **Hillsborough**

The Foregoing Instrument Was Acknowledged before me by means of physical presence or online notarization, on 2/19/20, by **Timothy Murray, as Vice President, on behalf of Mattamy Tampa/Sarasota, LLC, a Delaware limited liability company**, existing under the laws of the State of **Delaware**.


Notary Public
Amy Vu
(Printed Name)



My Commission expires: 9/18/29

{Notarial Seal}

Personally Known OR Produced Identification
Type of Identification Produced a valid driver's license

EXHIBIT "A"
Permitted Exceptions

1. Taxes and assessments accruing subsequent to December 31, 2025, and all subsequent years, and all conditions, restrictions, reservations, limitations, easements of record; if any, zoning and other governmental regulations and other matters of record if any, provided, however, this reference shall not serve to impose same.

2. The requirements of Chapter 558 of the Florida Statutes (2019) as it may be renumbered and/or amended from time to time.

3. The requirements of Mattamy Homes Limited Warranty in effect on the date of this conveyance.

4. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) 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.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

a. Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

b. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may

include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

c. The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

d. To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

e. Unless otherwise provided by law, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

f. Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

g. Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

h. Notwithstanding the requirements of arbitration stated in this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

i. The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

j. Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

5. GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

6. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions set forth in this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

7. Notwithstanding the provisions contained within this Deed, in the event that Grantee believes that the Property or any portion of any improvement on the Property is defective in any respect, Grantee shall give written notice to Grantor detailing, the location and alleged actual cost of repairing the alleged failure or defect. Grantee agrees that once Grantee has given written notice to Grantor pursuant to this Section, Grantee shall be obligated to permit Grantor and its agents to perform inspections and tests and to make all repairs/replacements deemed necessary by Grantor to respond to such notice at all reasonable times. Grantee agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Grantor to repair or address, in Grantor's sole option and expense, any aspect of the Property determined by Grantor during its inspections of the same. Grantee's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Grantor. At this time, it is impossible to determine the actual damages Grantor might suffer. Accordingly, if Grantee fails to comply with its obligations under this Section in any respect, Grantee shall pay to Grantor liquidated damages in the amount of \$10,000 per alleged defect which Grantee and Grantor agree are a fair and reasonable remedy.

8. All covenants, conditions and restrictions contained in this Deed are equitable perpetual servitudes.

9. All provisions of the COVENANTS, CONDITIONS AND RESTRICTIONS, recorded in the Public Records, as amended, modified, and supplemented from time to time, which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions, which are all incorporated by reference in their entirety into this Deed.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration and the Neighborhood Declaration, if any, applicable to the Property.

ADDENDUM TO DEED

This is an Addendum to, and forms part of, the Deed (the "Addendum") and is consistent with the terms set forth in the Home Purchase Agreement executed between Grantor and Grantee.

1. **Dispute Resolution.** Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute shall be submitted in the manner as provided in this Addendum. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Contract, the Property, the Community, the design or construction of the Home, the improvement, development or maintenance of the Lot or Community or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Addendum. Grantee has acquired the Property on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose. If a court determines that the procedures or limitations in Addendum are not applicable to all parties in a dispute or to all disputed matters, then the procedures and limitations which are not invalidated shall still apply to all parties except any party explicitly found not to be subject to the provisions of this Addendum. Grantee agrees that any individual claims Grantee may wish to assert against Grantor or qualifying agent must also be brought under these dispute resolution procedures. Any persons or parties related or associated in any way to Grantor may also require Grantee to follow these dispute resolution procedures whether or not they have signed the Contract and regardless of whether Grantee brings action against Grantor.
2. **Dispute Resolution For Disputes Arising After Closing: Chapter 558 and Mandatory Mediation and Arbitration.** Section 14.b. of the contract between Grantor and Grantee shall be the exclusive and mandatory means for resolving any Dispute brought after Closing, or any other disputes by and between the Grantee and Grantor or any entity affiliated with Grantor. Such Disputes 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.) and not by or in a court of law or equity. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen.
3. **§558.005, Florida Statutes - Notice of Alternative Method to Resolve Construction Disputes.**

CHAPTER 558 - NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

To the extent all or any portion of a Dispute between Grantee and Grantor is covered by Chapter 558, Florida Statutes, Grantee and Grantor agree that as a condition precedent to commencement of any mediation or arbitration in accordance with this Addendum, Grantee and Grantor will try to resolve any Dispute(s) or any portion thereof using the procedures specified in Chapter 558 Florida Statutes.

4. **Mediation.** Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the

request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

5. **Binding Arbitration.** If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding anything in the AAA Home Construction Arbitration Rules or the AAA Construction Industry Arbitration Rules, unless otherwise available at law, each party shall be responsible for their own attorneys' fees and costs during any arbitration proceeding regardless of which party prevails.
 - i. The waiver or invalidity of any portion of this Addendum shall not affect the validity or enforceability of the remaining portions of this Addendum. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.
6. **Estoppel.** To the fullest extent permitted by applicable law, Grantee and Grantor agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantee and Grantor further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.
7. **Scope.** Grantor and Grantee intend that the scope of this Addendum shall be broadly interpreted. The provisions of this Addendum apply not only to Grantee and Grantor, but also to anyone connected in any way to Grantee and Grantor. For example, these provisions apply to Grantor's affiliated companies or entities, contractors, sub-contractors, sub-sub-contractors, material suppliers, employees, officers, agents, and representatives; to all real estate brokers and agents, to Grantee's family, Grantee's heirs, successors and assigns; and to anyone who has any claim arising by or through Grantee.
8. **Fees and Costs.** Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any action,

proceeding, mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

- a. Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.
- b. Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:
 - a. Notwithstanding the requirements of arbitration set forth in this Addendum, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.
 - b. Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Grantee; however, Grantor and Grantee each agree to pay for their own attorneys' fees and costs.
- c. Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.
- d. **GRANTEE AND GRANTOR AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN THIS ADDENDUM.**