

Settlement Agreement
And
Amendment to Contract

WHEREAS, daVinci Design Group, L.L.C. (hereinafter "Contractor") and Sean and Sharilyn Strain (hereinafter "Owners") entered into a fixed price contract for an addition and renovations to the Owners' home (hereinafter "project"); and

WHEREAS, Contractor sought monies in addition to the fixed price for certain wood banding replacement due to wood rot and decay; and

WHEREAS, Contractor sought monies in addition to the fixed price for abandonment of the septic system pursuant to paragraph 5 of the original contract; and

WHEREAS, Owners maintained that the work for which Contractor sought the additional monies was within the scope of work of the original contract, such that no additional monies were owed to Contractor for said work; and

WHEREAS, Owners and Contractor wish to settle the referenced disputes and to make certain amendments to the Contract to minimize the possibility of future disputes:

IT IS HEREBY SETTLED AND AGREED as follows:

1. Contractor will pay all costs associated with wood replacement due to wood rot and decay.
2. Owners will reimburse Contractor three-fourths of the expense, or up to \$1312.50, whichever is less, to have the septic system abandoned to eliminate future health and safety concerns.
3. The April 2008 Contract is hereby amended by deleting paragraph 8 and by adding a new paragraph 8 to read, "Change Orders: The parties may agree to written change orders in the construction of the House, and the Purchase Price and Time for Completion shall be adjusted as agreed to by both parties."

This the 19th day of June, 2008

AGREED:

da Vinci Design Group, L.L.C.

By: _____
James B. Lawrence, Jr. and/or Derick E. Jones

Homeowners:

By: _____
Sean C. Strain, Owner

By: _____
Sharilyn B. Strain, Owner