

# North Carolina Offer Checklist

We appreciate your client's interest in an Opendoor home. We're committed to providing you with an exceptional, straightforward experience.

## How to submit an offer:

### ■ Submit your offer at [opendoor.com/makeoffer](https://opendoor.com/makeoffer)

- Please use the most current Offer to Purchase and Contract form.
- To ensure all interested buyers have a fair opportunity, the seller responds next-day to offers received before 8pm and day-after-next to offers received after 8pm.
- PDF is easiest to review and helps ensure an on-time response.
- Please note the seller's suggested title company, which can help ensure a smooth close.

### ■ Include buyer-executed Opendoor addendum

- Among other things, this ensures that expirations occur on a weekday, and addresses Opendoor's security system.

### ■ Include buyer-executed Affiliated Business Disclosure

- Opendoor provides a disclosure about its affiliated businesses. Your client is never required to use the services of these affiliates. We encourage them to shop around for services that best fit their needs.
- The seller is unable to accept offers without a buyer-executed Affiliated Business Arrangement Disclosure.

### ■ Include buyer's pre-qualification letter

- Please ensure the letter reflects credit and income verification, and notes any conditions.
- Cash buyers should instead submit proof of funds; a bank account screenshot is fine.

### ■ Other applicable addenda or documentation

- If the home was built before 1978, we will provide a Lead Based Paint Addendum – please include a fully executed copy in this case.
- If the offer is contingent upon the sale of a home that is in-contract, provide that contract and the status of the sale.
- The seller is unable to accept offers contingent upon the sale of a not-yet-in-contract home. However, Opendoor makes cash offers on eligible homes! Let us know if you and your buyer would like an Opendoor offer on their current home.

## SELLER'S DISCLOSURE

Download the Seller's Disclosure directly from the MLS listing or request one from [homes@opendoor.com](mailto:homes@opendoor.com) and receive ASAP—usually within 24 hours.

## REPAIRS

Like a traditional seller, Opendoor will consider repair requests during the due diligence period of a contract.

## OFFER CONSIDERATION

Information included in offers that is of a personal nature will not be considered by Opendoor. For example, please do not include in an offer any cover letters, personal notes, informational narratives, documents, pictures, notes, videos or anything else intended to give Opendoor an idea of the buyer's personal background or their motivation for making an offer. This list is not exhaustive, but intended to give an example of the types of documents and media that will not be considered by Opendoor.

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## ABOUT OPENDOOR BROKERAGE LLC

Opendoor Brokerage LLC is the brokerage that represents the seller in this transaction, similar to a homebuilder with a brokerage that lists their homes. Opendoor Brokerage LLC and Opendoor are separate but affiliated entities.

# Opendoor Addendum

This **ADDENDUM** ("Addendum") modifies the **PURCHASE AND SALE CONTRACT** (the "Contract") dated \_\_\_\_\_ between Seller and Buyer (collectively, the "Parties") with respect to the real property commonly known as 412 Lake Rd, Creedmoor, NC 27522 (hereinafter, "Property"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Contract. In the event of any conflict with the terms in the Contract, the terms of this Addendum shall control to the full extent permitted by law.

## 1. DUE DILIGENCE FEE PROVISIONS

The second line of Section 1(d) of the Contract (entitled "Purchase Price") is amended as follows: The words "to Seller" are deleted and replaced with the following: "to Escrow Agent named in 1(f) for the benefit of Seller."

The first line of Section 1(i) of the Contract (entitled "Due Diligence Fee") is amended as follows: The words "to Seller" are deleted and replaced with the following: "to Escrow Agent for the benefit of Seller."

## 2. DISBURSEMENTS

The Parties agree to release Escrow Agent from any and all claims related to disbursements authorized by the foregoing sections of this Addendum.

## 3. REPRESENTATION

Seller is represented by Opendoor Brokerage LLC ("Opendoor Brokerage"), a subsidiary of Opendoor Labs Inc. and an affiliate of Seller, in this transaction. Buyer understands and agrees that Opendoor Brokerage has NO BROKERAGE RELATIONSHIP with the Buyer.

Some of the employees of Seller or its affiliates, including Seller's authorized signer, may be licensed real estate agents, brokers, or salespeople in the State where the Property is located.

If Buyer changes representation after the execution of this Addendum, it may impact the promotions for which Buyer is eligible. Promotion terms and conditions are located at [opendoor.com/terms](https://opendoor.com/terms).

## 4. SECURITY SYSTEM AND LOCK

The Parties agree that the security system and electronic door lock do not convey. The electronic lock will be replaced with a standard door lock before close.

## 5. AFFILIATED BUSINESS DISCLOSURE

Buyer agrees to review and sign the Affiliated Business Arrangement Disclosure provided by Seller.

## 6. EXPIRATIONS

For any expiration date or deadline in the Contract that ends on a Saturday, Sunday, or state or national holiday, the date will be automatically extended to 5:00 p.m. the next business day.

## 7. EXTENSIONS

The Parties agree that time is of the essence and expressly waive any provisions in the Contract that grant either party the right to unilaterally change any previously agreed upon date. All extensions shall be by mutual written agreement between the Parties.



## 8. ASSIGNABILITY

The Contract may not be assigned by Buyer unless (a) the transfer of Buyer's interest in the Contract is to an entity in which Buyer holds a legal interest, such as a partnership, trust, limited liability company, or corporation or (b) Seller provides prior written consent. Any such assignment will not release Buyer of its obligations to Seller.

## 9. ENCROACHMENTS

Buyer and Seller agree that any minor encroachment(s) discovered due to property survey or other means will be accepted by the Buyer. Seller will not be responsible for correcting or funding or pursuing an encroachment agreement with neighbor(s). A minor encroachment is defined as a sidewalk, driveway, carport, gazebo, raised bed, fence, shed, arbor, trellis, play set or similar that encroaches onto the subject property or an abutting property 18 inches or less.

## 10. CLOSING ATTORNEY

Closing documents will be prepared by Hankin & Pack Law PLLC ("Closing Attorney") and the closing will occur at Closing Attorney's office. Buyer may retain legal counsel of Buyer's choice to review documents and provide Buyer with legal advice.

Megan Meyer 12/11/2023  
Seller Signature Date

authorized signer on behalf of Opendoor Property Trust I

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Buyer Signature Date





## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:

From: Opendoor Labs Inc. and its affiliates identified below

Property: 412 Lake Rd, Creedmoor, NC 27522

Date:

This is to give you notice that Opendoor Labs Inc. (“Opendoor”) has a business relationship with (i) Opendoor Brokerage LLC, Opendoor Brokerage Inc., Open Exchange Brokerage LLC, Open Exchange Brokerage Inc., OD Homes Brokerage Inc., and Tremont Realty LLC d/b/a Opendoor Connect (collectively, the “Opendoor Brokerages”); (ii) OS National LLC, OS National Alabama LLC, OSN Texas LLC, and OSN Escrow Inc. (collectively, the “OSN Entities”); (iii) Doma Holdings, Inc. (together with its subsidiaries, “Doma”); (iv) Title Resources Guaranty Company; and (v) Roam Home, Inc. (“Roam” and collectively with the Opendoor Brokerages, OSN Entities, Doma, and Title Resources Guaranty Company, the “Affiliates”). Specifically, Opendoor is the ultimate owner of the Opendoor Brokerages and the OSN Entities, and indirectly partly owns Title Resources Guaranty Company. Additionally, (a) one member of Opendoor Technologies Inc.’s (Opendoor’s parent company) board of directors is also a member of Lennar Corporation’s board of directors, and Lennar Corporation has an indirect ownership interest in Doma, and (b) one member of Opendoor Technologies Inc.’s board of directors is also a board observer of Roam. Because of these relationships, this referral may provide Opendoor and/or its Affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the Affiliates as a condition for the purchase, sale, or refinance of the subject property. The services of one or more of the Affiliates may not be available in the location of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| <i>Provider and Settlement Service</i>                                                                     | <i>Charge or Range of Charges</i>                                                                                            |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Opendoor Brokerages:</b> Residential real estate brokerage services                                     |                                                                                                                              |
| Real Estate Commission                                                                                     | 0 - 6% of purchase price                                                                                                     |
| <b>OSN Entities:</b> Title insurance for owner’s and/or lender’s coverage; settlement and closing services | For a detailed quote for your home, please visit <a href="https://osnational.com/get-a-quote">osnational.com/get-a-quote</a> |
| Owner Title Policy Premium                                                                                 | \$0 - \$5,000                                                                                                                |
| Lender Title Policy Premium                                                                                | \$0 - \$5,000                                                                                                                |
| Other Endorsements                                                                                         | \$0 - \$1,000 per endorsement                                                                                                |
| Escrow/Closing Services                                                                                    | \$0 - \$4,000                                                                                                                |
| Loan Closing Services                                                                                      | \$0 - \$350                                                                                                                  |

{continued on next page}

# Opendoor

| <i>Provider and Settlement Service</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <i>Charge or Range of Charges</i>                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Doma:</b> Title insurance for owner's and/or lender's coverage; settlement and closing services<br><br>Owner Title Policy Premium<br>Lender Title Policy Premium<br>Other Endorsements<br>Escrow/Closing Services                                                                                                                                                                                                                                                                                         | <br><br>\$0 - \$5,115<br>\$0 - \$5,000<br>\$0 - \$500 per endorsement<br>\$0 - \$3,100 |
| <b>Title Resources Guaranty Company:</b> Title insurance coverage<br><br>Title Policy Premium                                                                                                                                                                                                                                                                                                                                                                                                                | <br><br>\$0 - \$6,144                                                                  |
| <b>Roam:</b> Mortgage assumption and seller financing services<br><br>Real Estate Commission                                                                                                                                                                                                                                                                                                                                                                                                                 | <br><br>1% of purchase price                                                           |
| This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, government regulation, property location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers. |                                                                                        |

## ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Opendoor and/or its Affiliates are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

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Printed Name

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Printed Name

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Signature

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Signature

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Date

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Date



# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

|                                                                                                                                                     | Yes                      | No                                  | No Representation                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| <u>                    </u> Buyer Initials 1. Mineral rights were severed from the property by a previous owner.                                    | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <u>                    </u> Buyer Initials 2. Seller has severed the mineral rights from the property.                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <u>                    </u> Buyer Initials 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <u>                    </u> Buyer Initials 4. Oil and gas rights were severed from the property by a previous owner.                                | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <u>                    </u> Buyer Initials 5. Seller has severed the oil and gas rights from the property.                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <u>                    </u> Buyer Initials 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |

## Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 412 Lake Rd, Creedmoor, NC 27522

Owner's Name(s): Opendoor Property Trust I

*Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.*

Owner Signature: Megan Meyer authorized signer on behalf of Opendoor Property Trust I Date 12/11/2023

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

*Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).*

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_