

# 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 132 Sunset Dr, Youngsville, NC 27596 (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. 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.

## 4. AFFILIATED BUSINESS DISCLOSURE

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

## 5. 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.

## 6. 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.

## 7. 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.

## 8. BREACH AND REMEDY

If Buyer is in breach of the Contract, Seller's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.



If Seller is in breach of the Contract, Buyer's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

#### 9. SOLAR ENERGY SYSTEM (IF ANY)

If applicable, any solar energy system (including all related panels, accessories, and equipment) present on the Property is sold **AS-IS**. The Seller makes no warranties or guarantees regarding the functionality, efficiency, or condition of any solar energy system.

#### 10. 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.

#### 11. 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 08/16/2024  
Seller Signature Date

authorized signer on behalf of Opendoor  
Property J LLC

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

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

