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NEW CONSTRUCTION ADDENDUM

When to Use this Form: Use this form with the Offer to Purchase and Contract (Form 2-T) if: (1) the drywall in the Dwelling (as defined below) is complete; (2) Seller is a licensed contractor or has engaged a licensed contractor to complete the Dwelling; and (3) Buyer does not yet own the Property. **Use the Offer to Purchase and Contract—New Construction (Form 800-T) if the drywall has not yet been completed or if extensive additional improvements still need to be made.**

"**Seller**": A SQUARED HOMES LLC

"**Buyer**": _____

"**Property**": _____

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

The General Contractor ☐ is Seller OR ☑ is (insert contractor's name): Murdock & Gannon Construction Inc ("General Contractor")

NC contractor's license #: 34426 classification: Building limit: Limited

1. **CONSTRUCTION OF DWELLING**. Seller or General Contractor is building a dwelling and related improvements on the Property (herein "Dwelling") in accordance with the attached "Plans and Specifications" (including elevations, floorplans, structural drawings, insulation, proposed lighting and electrical plans, and water heater specs). Seller represents and certifies that Seller or General Contractor is licensed to construct the Dwelling and is licensed to construct any additional improvements that may be made by Seller or General Contractor pursuant to this Contract. Seller shall provide to Buyer a certificate of occupancy ("CO") for the Dwelling and any necessary Certificates of Compliance related to the Property no later than Settlement.

2. **WARRANTIES.**

(a) **Warranty of Construction.** Unless otherwise provided for herein, Seller, and General Contractor jointly and severally with Seller, hereby warrant(s) that, for a period of one (1) year from the date of Closing or the date Buyer occupies the Dwelling, whichever comes first, Seller and General Contractor will make all necessary repairs and corrections to the Dwelling, either interior or exterior, structural or nonstructural, that shall become necessary by reason of faulty construction, labor or materials or non-conformity of construction to the Plans and Specifications. At Seller's sole option, Seller and General Contractor may either (i) make such repairs and corrections, (ii) replace any faulty or non-conforming item or condition or (iii) pay to Buyer the reasonable cost of such repair, correction or replacement. This limited warranty: (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity, and (2) shall survive Closing and the delivery of the deed. This limited warranty is in addition to and not in lieu of any warranty implied by law and Seller and General Contractor agree they are in the business of building and selling such dwellings.

☑ If checked, the above Warranty shall not apply and is replaced by the attached written warranty from Seller and/or General Contractor.

(b) **Warranties of Components.** Seller and General Contractor, jointly and severally, shall assign and deliver to Buyer at Settlement all guarantees and warranties of all components comprising the Dwelling to the extent the same are assignable. Buyer shall be responsible for compliance with any maintenance obligations and notice and claim procedures set forth therein. The warranty under Paragraph 2(a) shall not extend to any such component expressly guaranteed or warranted by the manufacturer.

(c) **Wood Destroying Insects**. Seller and General Contractor, jointly and severally, shall provide a Subterranean Termite Protection Builder's Guarantee and a New Construction Subterranean Termite Service Record, as published under Federal Law.

3. **ADDITIONAL IMPROVEMENTS**. Buyer and Seller must check and attach the following which are specifically incorporated in this Contract and defined as "Additional Improvements" herein. All Additional Improvements must be listed below with copies attached as exhibits.

☐ Kitchen Plans (i.e., counters, appliances, plumbing fixtures, etc.)
☐ General finish and fixtures specifications (i.e., flooring, trim, bathroom fixtures, appliances, etc.)
☐ Landscaping and hardscaping plans
☐ Schedule of Allowances
☐ Any Other Additional Improvements: _____

N/A HOME TO BE CLOSED UPON COMPLETED

This form jointly approved by:
North Carolina Bar Association
NC REALTORS®

REALTOR®

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2A3-T
Revised 7/2026
© 7/2026

Buyer initials ☐ ☐ Seller initials ☐ ☐

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(a) **Construction**. Seller shall construct the Additional Improvements: within the scope with all the above specifications; in compliance with laws, regulations, codes, and ordinances applicable to the construction of the Additional Improvements; and in a good and workmanlike manner with new, good quality materials and components.

(b) **Changes**. Seller shall not make any significant deviation or change in the Additional Improvements without the prior written consent of Buyer. Any changes to Additional Improvements can be made only by written agreement ("Change Order") between both Buyer and Seller. Change Orders may also address changes to the Purchase Price, Earnest Money Deposit, Due Diligence Fee, allowance amount(s), and other changes agreed to between Buyer and Seller as to the Additional Improvements.

(c) **Costs of Construction**. Unless otherwise agreed in writing, Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses and all other costs, charges and expenses whatsoever in connection with or related to the construction of the Additional Improvements.

4. **COMPLETION OF ADDITIONAL IMPROVEMENTS.** Seller shall diligently pursue the construction of the Additional Improvements, and shall complete construction of the Additional Improvements on or before Settlement. If Seller is delayed at any time in the progress of construction by: (a) any act or neglect of Buyer, (b) any changes ordered in the construction, (c) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or (d) acts of God, then the time for completion of construction of the Additional Improvements and the Settlement Date shall be extended automatically by a reasonable time, not to exceed 60 days, to account for the delay experienced. Seller shall notify Buyer in writing within five (5) days after the commencement of the delay; otherwise, the right to an extension shall be waived. The construction of the Additional Improvements shall be deemed completed when they have been completed in accordance with the terms of this Contract and a CO and any Certificate(s) of Compliance have been issued by the appropriate governmental authority having jurisdiction over the construction of the Dwelling and any of the Additional Improvements.

5. **INSPECTIONS.**

(a) **General**. Buyer or Buyer's designated representative may enter and inspect the Property and the Additional Improvements at reasonable times and in such manner as not to interfere with the progress of construction for the limited purpose of determining whether the work performed or being performed conforms to the terms of this Contract. If Buyer shall reasonably determine that construction is not proceeding in accordance with this Contract, Buyer shall give written notice to Seller specifying the particular deviation, deficiency, or omission, and the Seller must correct such deviation, deficiency, or omission. Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the Plans and Specifications and the Additional Improvements in accordance with this Contract.

(b) **Radon Inspection**. Buyer shall have the option, at Buyer's expense, to have the Property tested for radon in compliance with EPA recommendations prior to Settlement. The test result will be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller will remediate, at Seller's expense, to bring the radon level within the satisfactory range. Upon the completion of remediation, Buyer may have an EPA-compliant radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to Buyer.

6. **PUNCH LIST ITEMS**. Prior to Settlement, Seller must schedule a mutually-agreeable date and time for Buyer to inspect the Dwelling, the Property, and the Additional Improvements. Following such inspection, Buyer and Seller shall agree upon a written list of all deficiencies in workmanship and material that are detectable by visual examination ("Punch List Items"). Seller shall correct Punch List Items at Seller's cost within a reasonable period of time. SELLER'S FAILURE TO CORRECT A PUNCH LIST ITEM PRIOR TO SETTLEMENT WILL NOT BE GROUNDS FOR DELAYING SETTLEMENT OR THE IMPOSITION OF ANY CONDITIONS ON SETTLEMENT; PROVIDED, SETTLEMENT SHALL NOT RELIEVE SELLER FROM THE OBLIGATION TO CORRECT ANY PUNCH LIST ITEM. This paragraph shall not be deemed to limit Buyer's right to conduct inspections under the Contract or limit the obligations of Seller under the Warranty of Construction herein.

7. **INSULATION**. If the Dwelling's insulation is not specified in the Plans and Specifications, then Seller discloses, in accordance with federal law, that the Dwelling will have the following insulation:

Walls	Type:	PER CODE OR HIGHER	Thickness:	per code or higher	R Value:	per code or higher
Ceilings	Type:	PER CODE OR HIGHER	Thickness:	per code or higher	R Value:	per code or higher
Floors	Type:	PER CODE OR HIGHER	Thickness:	per code or higher	R Value:	per code or higher

Buyer initials [ ] [ ] Seller initials [ ] [ ]

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8. **PURCHASE PRICE AND BUILDING DEPOSIT.**

(a) **Purchase Price.** The purchase price set forth in Paragraph 1(d) of the Contract includes the purchase price of the Additional Improvements, if any.

(b) **Building Deposit.** The Building Deposit, if any, referred to in Paragraph 1(d) of the Contract is not an Earnest Money Deposit and will be used by Seller in the construction of the Additional Improvements. The Building Deposit shall be paid to the Seller by cash or immediately available funds such as official bank check or wire transfer no later than the first banking day following the end of the Due Diligence Period and will be credited to the purchase price at Settlement. The Building Deposit shall be refundable only in the event of a material breach of the Contract by Seller or the nonfulfillment of a condition of the Contract.

In determining whether and how much Building Deposit Buyer is willing to pay, Buyer should carefully consider that even though Buyer may be legally entitled to a refund of the Building Deposit in the event of a material breach of this Contract by Seller, actual recovery of the Building Deposit may be difficult, time-consuming, or costly if Seller is unable or unwilling to voluntarily refund the Building Deposit.

(c) **Failure to Pay**. Should Buyer fail to deliver the Building Deposit in accordance with the terms of this paragraph, Buyer shall have one (1) banking day after written notice to deliver the Building Deposit to Seller. In the event Buyer does not timely deliver the Building Deposit, Seller shall have the right to terminate this Contract upon written notice to Buyer. Seller and Buyer agree that the "Acknowledgment of Receipt of Building Deposit" section below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signa _____ Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) A Squared Homes, LLC

By: (Name & Title) _____ (Signa Joe Alercia dotloop verified 07/31/26 2:59 PM EDT X8TT-RQ9K-UYHD-4Y4T _____

General Contractor (to be executed only when Seller is not the General Contractor): General Contractor hereby joins in the execution of this Agreement for the sole and limited purpose of agreeing to remain jointly and severally liable with the Seller for the warranty obligations set forth in Paragraph 2 of this Contract.

Name: (Name of LLC, Corp., Trust, etc.) Murdock & Gannon Construction Inc

By: (Name & Title) Stephen Gannon, President (Sign Stephen Gannon dotloop verified 08/19/26 1:25 PM EDT GR64-4NVB-07UR-XUCH 08/19/2026

Buyer initials _____ _____ Seller initials M 07/31/26 2:59 PM EDT dotloop verified _____

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ACKNOWLEDGMENT OF RECEIPT OF BUILDING DEPOSIT

Seller: A SQUARED HOMES LLC ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF BUILDING DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Building Deposit in the amount of $_____, receipt of which Listing Agent hereby acknowledges.

Date_____

Firm:_____

By:_____
(Signature)

_____
(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF BUILDING DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Building Deposit in the amount of $_____, receipt of which Seller hereby acknowledges.

Individual Seller(s):

Seller:_____
(Signature)

Date:_____

Seller:_____
(Signature)

Date:_____

Entity Seller:

Name: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

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A SQUARED HOMES LLC

ADDENDUM "A"

A Squared Homes LLC will provide an 11 month punch out. The purpose of this punch out is limited to:

- Caulking trim
- Fixing Nail pops
- Adjusting striker plates for doors that will not close properly

Structural or Mechanical items can be scheduled through the Subcontractors as they arise throughout year 1.

A Squared Homes LLC will provide an orientation walk prior to closing. If Buyer is going to have a home inspection please have this done one (1) week or more prior to orientation walk. Inspection must be done after Builder has passed all final inspections. Due to the unpredictability of the construction process all dates are target dates and subject to rescheduling.

The purpose of the orientation walk is to educate Buyers on how their home functions, maintaining their home and to go over repairs made from the inspection report. In the rare event a repair item from home inspection is inconsistent with local codes or what is considered within Builder tolerance requested the item may not be done. Builder will notify Buyer if the requested item is not deemed necessary for repair.

All cosmetic items will already be walked by Builder and punched out. We DO NOT claim to deliver a cosmetically perfect house. We do deliver well built, energy efficient, high quality homes. Your home will be delivered clean and meticulously touched up but houses are built with natural materials that have character and painting is not a perfect science. There will be no blue taping during the orientation walk.

If a structural or mechanical flaw is found during orientation the Builder will make notes and repair as necessary. Homes are not closed with open items and closing dates may have to be adjusted (unless the parts for the repair item must be ordered) to ensure all items are closed. Builder is not responsible for any rate locks or costs Buyer may incur from closing delays. Closing delays are very common in new construction and Buyers should prepare for the possibility.

Items NOT COVERED under the One Year Limited Builder's Warranty are as follows:

- Cuts, tears and holes in the carpet, vinyl and/or wallpaper
- Scratches, dents, chips, etc. in appliances, mirrors/shower doors, countertops, cabinet doors, windows/screens, doors/door hardware, walls/sheetrock, sinks/plumbing fixtures, tubs/showers, and wood floors.
- Landscaping and shrubs to include trees, grass seed, sod, straw and erosion control.
- Property pins
- Any concrete not under roof (which includes but is not limited to driveways and sidewalks)

Please note, these items will be addressed at your Homeowner Orientation.

Buyer: _____

Buyer: _____ **Buyer's Agent:** _____

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A SQUARED HOMES LLC

ADDENDUM "B"

NOTICE TO NEW HOME BUYERS

Thank you for trusting **A Squared Homes LLC** in your new home purchase.

To ensure the construction of your home is to the highest quality and to your satisfaction, we request that during this transaction any communication with the Client or their Realtor, and any **A Squared Homes LLC** representative be documented in writing. Anything that is not documented in writing, signed, and dated by both **A Squared Homes LLC** and the client is not guaranteed.

Furthermore, clients are not permitted to visit the site without their representative. The clients' representative shall be responsible for notifying the seller's agent prior to any site visits.

Additionally, to ensure the safety of all parties involved, until final walk through, anyone visiting the site will be required to wear a proper hard hat when visiting the construction site.

Thank you in advance for your cooperation.

ACKNOWLEDGED:

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

Buyer's Agent: _____ **Date:** _____

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A SQUARED HOMES LLC

ADDENDUM "C"

COUNTERTOP DISCLOSURE

Stone is a natural product with inherent shade variations, natural seams, and imperfections. **A Squared Homes LLC** assumes no responsibility or liability for any labor or material claims due to any variations.

A Squared Homes LLC does not guarantee the performance of marble, granite, quartz or porcelain tile under normal use. Your product warranty does not cover replacements, corrections, or any results of misuse, including, but not limited to, improper maintenance or normal wear and tear and staining/discoloration.

Discoloration of marble, quartz, granite—whether general or localized—is considered staining. Staining may be the result of exposure to a variety of external substances, or to internal occlusions in the stone or structural elements. Some of the most common types of staining and the causative agents are:

1. **Oil / Grease Stains**
2. **Dyes and Inks**
3. **Organic Stains:** Organic stains are caused by direct contact with decomposing organic matter, such as leaves, flowers, tea, or coffee.
4. **Metallic Stains:** Two major categories of metallic staining are based on either iron or copper.
5. **General Dirt, Soot and Pollution**
6. Items that are placed directly on the surface of the stone and not on a cold/heat resistant barrier that can protect the stone from mild to extreme hot/cold temperatures.

By signing below, I understand and agree with the Countertop Disclosure addendum.

Buyer: _____ **Date:** _____

Seller: Joe Alercia dotloop verified 08/19/26 1:25 PM EDT IGXR-CM9N-VFHW-PJCY **Date:** 08/19/2026

dotloop signature verification: dtlp.us/K9e6-BJmy-9Lyk

A SQUARED HOMES LLC

ADDENDUM "D"

DISCLOSURE AND ACKNOWLEDGEMENT

- **Closing Date is Target Date of Completion.** The closing date specified in the Offer to Purchase and Contract is a target date only. The actual closing date may be delayed for any number of reasons, including but not limited to, weather conditions, material availability, labor availability, Changes requested by Buyer and requirements of governmental agencies having jurisdiction over the property and construction. Builder/Seller will use their best efforts to complete the construction and obtain a Certificate of Occupancy by closing date. In the event of a delay in completion of the construction the Buyer agrees that neither the Builder/Seller nor any real estate agent shall be liable for any additional costs incurred by the Buyer for loans, Temporary lodging expenses, storage expense or any loss the Buyer may incur because of the delay in completion of the construction.
- **Representations of Completed Construction.** All Photos on the websites and MLS listings are of similar homes. Drawings and floor plans are artist renderings only and are NOT to be considered 100% representative of the home to be constructed. The actual floor plans and the completed structure may vary from the photographs and drawings shown. The buyer should investigate and determine the specific dimensions, materials and finishes to be used in the construction.
- **Builder/Seller Reservations.** Builder/Seller reserves the right to substitute, without notice to buyer, materials and/or equipment of comparable quality, and may make structural changes which are in accordance with the applicable building codes and may make such modifications in construction of the subject dwelling as elevation and location on the lot may warrant. Builder/Seller reserves the right to make such changes in the home as are made necessary or desirable in Builder/Sellers' opinion by job site and/or job conditions, availability of materials and/or of suitable energy sources for heating or cooling. Buyer acknowledges that the square footage & individual room square footage on the specifications and plans are approximations only and may vary from house to house. Builder/Seller also reserves the right to make minor adjustments to property lines to meet setbacks, building separation and lot size requirements without compensation or approval from buyer.
- **Transfer of Utilities.** Buyer hereby acknowledges and agrees that on the Closing Date, all utility services for the property shall become the responsibility of the Buyer. Seller will close or turn off all utility service accounts on the Closing Date. Buyer hereby agrees to have service set up in the name of Buyer effective as of the Closing. In the event of billing to Seller for any service provided by any utility service after the Closing, then Buyer(s) hereby agrees to pay any and all monies due to Seller immediately upon written notification.
- **Marketing.** Buyer agrees that, after Closing, Seller shall have the right to use exterior photos of the Property and House in promotional literature and advertising. Seller shall also have the right to place directional and marketing signs along a five foot section of land adjacent to the road right-of-way on the Property after Closing and until all lots in that subdivision have been sold.

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

Builder: Joe Alercia — dotloop verified 08/19/26 1:25 PM EDT YPKO-Z46S-0KTX-LAZG **Date:** 08/19/2026

dotloop signature verification: dtlp.us/K9e6-BJmy-9Lyk

A SQUARED HOMES LLC

ADDENDUM "E"

HOME BUYERS WARRANTY

Address of Subject Home: _____

1. **Superseding Agreement.** The provisions of this Addendum are a material consideration for the Builder/Seller to enter into the Purchase Contract to which this Addendum is attached and such provisions supersede and preempt any and all different or inconsistent provisions in the Purchase Contract.

2. **The 2-10 HBW® Warranty.** At or about close of escrow, Builder/Seller will purchase for Buyer(s) a 2-10 HBW® Warranty administered by Home Buyers Warranty Corporation ("2-10 HBW®"). The warranty provides:

   - **One (1) Year Workmanship Coverage** – Covers defects in materials and workmanship.
   - **One (1) Year Mechanical Systems Coverage** – Covers defects in the home's mechanical systems.
   - **Ten (10) Year Structural Coverage** – Covers certain major structural defects.

   As consideration for the 2-10 HBW® Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer(s) represents that they have been furnished with a copy of the warranty and have had an opportunity to read and understand it, including the binding arbitration agreement contained in it.

3. **Arbitration Agreement.** Any and all claims or disputes between Builder/Seller, Buyer(s), and/or 2-10 HBW arising from or relating to the warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Buyer(s) has an interest shall be settled by binding arbitration.

   The arbitration shall be conducted by Construction Dispute Resolution Services LLC, DeMars & Associates, Ltd., or another mutually agreeable service. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction.

By signing this Addendum, Buyer(s) agree to all terms of the arbitration agreement and waive their right to a jury trial or class action litigation.

Buyer: _____ **Date:** _____

Buyer: _____ **Date:** _____

Builder/Seller: Joe Alercia (dotloop verified 08/19/26 1:25 PM EDT 8VTV-MVRT-ETCN-XZSY) **Date:** 08/19/2026

Title: Joe Alercia

dotloop signature verification: dtlp.us/K9e6-BJmy-9Lyk

AMENDMENT TO OFFER TO PURCHASE AND CONTRACT

This amendment incorporates by reference all provisions of the Offer to Purchase and Contract (hereinafter "Contract") by and between:

_____ (hereinafter "Buyer") and **A Squared Homes LLC,** (hereinafter "Seller") for the sale of the real property described as: Lot _____, ____, and also more commonly known as _____, (hereinafter "Property").

The Contract is hereby amended as follows:

Section 1(l) of the Contract is hereby deleted in its entirety and replaced with the following:

1(l) **"Settlement Date":** The parties agree that Settlement will take place on _____ (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer. In the event that Buyer becomes a Delaying Party, as defined in Section 12 herein, Buyer shall pay to Seller a penalty of **$100 per day** for each day after the Settlement Date until Settlement.

Section 1(m) of the Contract is hereby deleted in its entirety and replaced with the following:

1(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. **For purposes of this Contract, the closing attorney shall be GWYNN, EDWARDS & GETTER, PA. The Settlement shall be held at the offices of the closing at 900 Ridgefield Drive, Suite 150, Raleigh, North Carolina 27609. Seller has advised Buyer that GWYNN, EDWARDS & GETTER, PA serve as Seller's attorney. Buyer is welcome to bring their own attorney to closing at their own cost if deemed necessary, however, the Settlement shall take place at the office of GWYNN, EDWARDS & GETTER, PA.** Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

Section 8(c) of the Contract is hereby deleted in its entirety and replaced with the following:

8(c) **Access to Property**: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing. All visits to the Property shall be approved in advance by the Seller (or Seller' agent). Buyer shall pay to Seller a penalty of $500 for each non-approved visit to the Property. The final walk-thru inspection authorized in Section 8(c)(iii) herein shall not be scheduled until the Seller has provided Buyer notice that the Certificate of Occupancy has been issued by the appropriate municipal authority. Other than Buyer and Buyer's agents or representatives, no other party may have access to the Property.

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8(c)i. **Social Media Authorization:** Buyer shall not make or encourage others to make any public statement, through any medium (including Facebook, Yelp, Twitter, or other social media sites) that is intended to, or reasonably could be foreseen to, be incorrect, be an unauthorized use of Seller's intellectual property, seek a non-contracted benefit, or otherwise be designed to embarrass, disparage, defame, criticize, or malign Seller as determined by Seller in its sole judgment without obtaining advance prior written approval from Seller. In the event of the above, Buyer shall be responsible for any damages notwithstanding any limitations otherwise provided in the Contract.

Section 8(i) of the Contract is hereby deleted in its entirety and replaced with the following:

8(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract. Buyer shall pay for state and county excise taxes. Buyer shall pay for all applicable owners association charges, capital contribution charges, certification fees, and dues. Buyer shall pay $300 as a reimbursement to Seller for the final survey which is to be collected at closings as a credit to the Seller. The deed is to be made to Buyer.

To the extent that there is any conflict between the provisions of this addendum and

the provisions of Contract, the provisions of this Amendment will control.

_____ _____

Buyer Date

_____ _____

Buyer Date

Joe Alercia dotloop verified 07/31/26 3:00 PM EDT KWL0-GHRL-3HYA-NUD6 07/31/2026

Seller Date