

RIDER TO PURCHASE AGREEMENT

PAGE 1 of 2

The undersigned parties entered into a purchase agreement dated, 20____ (the "Purchase Agreement"), on the property located at 108 NATE CT, WAKE FOREST, NC 27587-2697 (the "Property") hereby mutually agree as follows:

1. **Seller's Obligation.** Seller's obligations under the Purchase Agreement are contingent upon Seller becoming the contractual owner of the Property. If Seller is not able to acquire the Property, then Seller shall have the right to terminate this Purchase Agreement by written notice to Buyer whereupon Seller and Buyer shall sign a cancellation of Purchase Agreement and Buyer then shall be entitled to a return of any earnest money paid by Buyer.
2. **Inspection Contingency.** Within 10 calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a properly licensed or certified person(s) of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within the 10 calendar day inspection period, Buyer shall deliver written notice to Seller that either:
 - a. Buyer is satisfied with the inspection results and waives the inspection contingency
 - b. The inspection of the property revealed repair issues where Buyer would seek negotiation of such repair issues

Failure to do either a. or b. by the Buyer within the above noted inspection period shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition.

Buyer agrees that minor repairs and maintenance costing less than \$150 shall not constitute defects covered by this section.

If within the 10 calendar day inspection period Buyer notifies Seller in writing of the identified issues and proposed remedy, and if within 5 calendar days after such notice Buyer and Seller have not agreed in writing to a remedy of the identified issues, either buyer or seller reserves the right to submit written cancellation of the contract. Upon receipt of such notice this agreement shall be void and all monies deposited by the buyer shall be returned. Seller carries no obligation for reimbursement of expenses incurred.
3. **As Is.** Buyer understands that Seller is a relocation management company and has never lived in or on the Property and therefore Seller has no knowledge of the condition of the Property other than those matters disclosed (i) in the Property inspections, if any, reviewed by Seller or (ii) in writing by the previous owner, copies of which Seller has delivered to Buyer. Neither Seller nor anyone on its behalf makes any representations or warranties as to the condition of the Property or the improvements and fixtures thereon. Buyer acknowledges that the Property is being sold "as is" at the time of closing of the sale contemplated by the Purchase Agreement, including defects known or unknown to Buyer and that Seller has no responsibility for the condition of the Property. The closing of the transaction contemplated by the Purchase Agreement and the acceptance of the deed by Buyer constitute Buyer's acknowledgment that the condition of the Property and the fixtures, equipment, appliances and other tangible personal property on the Property are acceptable to Buyer. Buyer acknowledges that (i) Buyer has been advised to obtain inspections of the Property and (ii) there has been no representation by the Seller, real estate broker, its agents or subagents, regarding the condition of the Property.
4. **Disclosures and Inspections.** Seller has provided the Buyer with a copy of Seller's Disclosure Statement completed by the most recent owner/occupant of the Property from whom the Seller acquired or will acquire the Property. Buyer acknowledges receipt of same by initialing below. Seller makes no representations as to the accuracy or the conclusiveness of this statement. Seller makes no representation of repair(s) completed by the previous owner(s).

Tests or inspections may have been conducted on the Property. Buyer acknowledges receipt of the reports by initialing below. Seller makes no representations as to the accuracy or the conclusiveness of the reports.

Disclosures	Document Date	Buyer's Initials
Plus Relocation Services, LLC Property Disclosure (2 pages)		
Local Disclosures completed by Transferee		
Local Disclosures stamped and initialed by Plus Relocation Services, LLC		
Tests/Inspections	Document Date	Buyer's Initials
General Home Assessment		
Termite/Pest		
Septic		
Well		
Roof		
Structural		

**RIDER TO PURCHASE AGREEMENT
PAGE 2 of 2**

5. Termination. Buyer shall have no obligation to close this sale if there is any unsatisfied encumbrance or lien that renders the title unmarketable. If such a defect exists, Buyer may terminate the Purchase Agreement by sending written notice to Seller no later than the date of closing. If Buyer elects to terminate the Purchase Agreement because of such a title defect, Buyer shall receive a refund of all earnest money upon signing a cancellation of the Purchase Agreement. Notwithstanding anything to the contrary contained elsewhere in the Purchase Agreement or in law, if there is any encumbrance, lien or other cloud on the title of the Property, Seller shall have no obligation to clear such encumbrance or make the title marketable in any way.
6. Time is of the essence. If through the result of the Buyer(s) or Buyer(s) lender, the sale contemplated by the Purchase Agreement does not close within five (5) calendar days of the scheduled closing date, one percent (1%) of the purchase price shall be charged to the Buyer(s) per month on a prorated daily basis for each day the closing is delayed beyond the initial 5 day grace period. Time is of the essence clause will not apply to delays required by the TILA-RESPA Integrated Disclosure Rule. It is further agreed that in the event the Buyer defaults in the performance of the Purchase Agreement, the earnest money deposit herein shall be paid the Seller as liquidated damages.
7. Prorations. Notwithstanding anything to the contrary elsewhere in the Purchase Agreement, all prorations of expenses including, without limitation, taxes, utility charges, homeowner's association fees and the like, shall be calculated as of the date of closing of the Purchase Agreement.
8. Title Insurance and Closing. Title insurance fees and other title charges will be paid according to the terms of the purchase agreement. A title examination or commitment has been or will be obtained by the Seller through its title insurance company and Seller will provide such to Buyer. The parties agree that the title insurance shall be provided and closing services will be scheduled through this title insurance company, or its assigns. If the Buyer chooses not to use the Seller's title insurance company, any additional costs not referenced in the purchase agreement incurred for title insurance, title search, abstracting, recording or closing will be paid by the Buyer.
9. Arbitration or Mediation. Seller declines any dispute settlement through arbitration or mediation.
10. Conflict. If there is any conflict between the provisions in this Rider and the provisions of any other portion of the Purchase Agreement, the provisions of this Addendum shall control.

Dated: _____
Buyer

Dated: _____
Buyer

Dated: _____
Seller: **Plus Relocation Services, LLC**

By _____

Its _____

RE: _____