

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract (the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Summer M. Hunt-Goldstein, Commissioner pursuant to that Order To Partition entered May 15, 2026 in Wake County file # 26SP000238-910

(b) **"Buyer":**

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon, if any.

Street Address: 857 Newombe Rd. Raleigh, NC 27610

Real Estate ID 0051100; PIN# 1712187022

(d) **"Purchase Price":**

\$ _____	paid in U.S. Dollars upon the following terms:
\$ _____	5% INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent
\$ _____	BALANCE of the Purchase Price in cash at Settlement

(e) **"Earnest Money Deposit":** The Initial Earnest Money referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer as liquidated damages and as Buyer's sole and exclusive remedy for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach.

(f) **Closing:** The parties agree that Closing will take place ____ days after an Order of Confirmation is signed by the Clerk at a time and place designated by Buyer in Raleigh, NC.

(g) THIS CONTRACT AND SELLER'S OBLIGATION TO CLOSE IS CONTINGENT UPON A 10 DAY UPSET BID PROCESS AND ANY OTHER PROCESSES REQUIRED BY LAW OR THE COURT AS PART OF THE SPECIAL PROCEEDING AT WAKE COUNTY FILE # 26SP000238-910 .

2. **THIS PROPERTY IS BEING SOLD "AS IS/WHERE IS" AND WILL BE CONVEYED BY A COMMISSIONER'S SPECIAL WARRANTY DEED. SELLER MAKES NO REPRESENTATION AND GIVES NO WARRANTY AS TO THE PROPERTY**

3. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement: Ad Valorem Taxes

(a) **NOTE: Taxes on Real Property:**

4. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

5. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive the Property in whatever condition it exists.

6. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Closing by the Closing Date but intends to complete the transaction and is acting in good faith

and with reasonable diligence to proceed to Closing (“Delaying Party”), and if the other party is ready, willing and able to complete Closing on the Closing Date (“Non-Delaying Party”) then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Closing. If the parties fail to complete Closing within fourteen (14) days of the Closing Date, or to further extend the Closing Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

7. **POSSESSION:** Possession shall be delivered upon Closing

8. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties.

9. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

10. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

11. **NOTICE:** Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the “Notice Information” section below.

12. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word “SEAL” beside their signatures below.

This offer shall become a binding contract when executed by both parties.

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

NOTICE INFORMATION

BUYER NOTICE ADDRESS:

Mailing Address:
Email:

SELLER NOTICE ADDRESS:

Mailing 722 St. Mary’s St. Raleigh, NC 27605
Email: shuntgoldstein@trademarkresidential.com