Standard Addendum

To the Buyer(s): This document contains important information concerning the referenced Property. You are urged to review its contents carefully.

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

File #	**3678991**
Property Address:	**1921 Trent River Ave** **Wake Forest, NC 27587**

This Addendum supersedes and overrides any conflicting clauses or statements in the Agreement between Buyer(s) and Seller with respect to the above property (the "Agreement").

Ownership:

The terms and conditions of the Agreement and this Addendum which apply to Seller are SUBJECT TO the Seller becoming owner.

Earnest Money; Default; Brokers:

In the event of a default by the Buyer(s), it is agreed that any earnest money or deposit shall be retained by the Seller as liquidated damages. Any provisions of the Agreement (i) with respect to any payments or amounts due to brokers; and/or (ii) agreeing to indemnify or hold Broker harmless with respect to any matters are null and void. Broker compensation and relationship is governed exclusively by the Listing Agreement between Seller and Listing Broker.

Insurance Premiums:

Insurance premiums shall not be prorated. All existing insurance policies will be canceled at the time of closing.

Taxes / Assessments / Bonds / Homestead Exemptions:

Tax, assessment, and bond prorations shall be based on the last known bill or upon the tax assessor's latest valuation and the current tax or assessment rate, and shall be prorated at the time of closing. **If it is common practice and/or local custom to have no prorations at the closing there shall be no prorations.** There will be no re-proration or readjustment of taxes or assessments based on actual statements after the date of closing. The seller represents that it has no knowledge, actual or constructive, as to whether or not a homestead exemption applies to the property.

This paragraph shall supersede and override any other clauses or statements in the agreement that concern taxes, assessments, bonds or homestead exemptions.

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Mortgage:

Should the lender's commitment be conditioned on any repairs, the Seller reserves the right to cancel the Agreement, and return all earnest money deposits to the Buyer(s) with no further obligation by Seller. Buyers assume all risk of any changes in the interest rate and mortgage discount points, and agree to close this transaction, regardless of any such changes.

Arbitration:

Seller does not agree to participate in any arbitration, mediation or other such process in the event of any dispute arising from this transaction.

Disclosure:

Buyer(s) agree to execute the attached Seller's Real Estate Disclosure Acknowledgment (SRED), as a part of the Agreement. By closing Buyers confirm that they have had an opportunity to review the contents of such disclosures.

Condition:

Buyer(s) acknowledge that the property is the subject of a relocation transaction, that Seller has never occupied the property and has limited, if any, first-hand knowledge about the property.

Neither Seller nor Seller's agent has made any warranties or representations, either expressed or implied (except as may have been given to the Buyer(s) in writing as part of the agreement), as to the condition of the property. No representations or warranties made by Seller shall survive the closing. Buyer(s) acknowledge that they have the opportunity to inspect the property and/or have it inspected by others on their behalf. Except for any repairs specifically required to be made by Seller in accordance with the terms of the Agreement, or attached hereto, Buyer(s) understand that they are purchasing the property in "As-Is" condition, subject only to any specific items set forth in the Agreement.

Naturally occurring radon, molds, fungi, spores, pollens and/or botanical substances, or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in any dwelling. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation ("UFFI") and defective drywall— also known as wallboard, gypsum board or plasterboard have been linked to health concerns and/or property damage. Collectively, these are all referred to as "Substances." Buyer(s) acknowledge and accept that Seller does not in any way disclose (except as expressly set forth in any other documents provided to Buyer by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the property and is not responsible in any way for conditions that may exist at the property or health problems or property damage that might develop from or be related to such conditions. Buyer(s) agree to indemnify and hold Seller and prior owners, harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the property (said indemnity to include reasonable attorneys' fees). Buyer(s) are directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

Buyer(s) acknowledge that they have, per the terms of the Agreement, the opportunity to investigate and verify any inspections or matters disclosed on the Real Estate Disclosure, and/or perform their own inspections of the property. Buyer(s) shall report, in writing, the results of any such inspection(s), and repair requests. Buyer(s) shall supply Seller with a copy thereof, within ten (10) days after acceptance of the Agreement. Failure to do so *shall be deemed a waiver of the Buyer's right to inspect and request repairs* otherwise permitted under this Agreement. In the event of any claim or demand by Buyer(s), as a result of Buyer's inspection(s), the Seller shall have the option of:

1. **Making said items operational or functional, agreeing to the expense in writing, or**
2. **Giving the Buyer(s) a credit for items, agreeing to the credit in writing, or**
3. **Canceling the Agreement and refunding the Buyer's earnest money or other deposit.**

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The parties expressly agree that any deadlines set for Seller to respond to Buyer(s) in the Contract are not applicable. In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) agree to look solely to the person or company performing any such repairs. Buyers agree to promptly inspect any repairs following notice from Seller that the repairs have been completed. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed), or price reduced in response to inspection issues, Buyer(s) agree to sign a general release and hold harmless with respect to the condition of the property. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option 3 above and cancel the Agreement. If Buyer and Seller agree to a credit, Buyer is responsible for ensuring that Buyer's lender will allow such credit. In the event that Buyer's lender does not permit all or any part of a credit, Seller is under no obligation to provide buyer a credit to the extent not approved. Nor will Seller be obliged to pay any such credit outside of closing.

In order for the Buyer(s) to verify that the property is in the same physical condition, ordinary wear and tear excepted, as at the signing of the Agreement, Buyer(s) have the right to make a final walk-through no later than seventy-two (72) hours prior to scheduled closing and shall inform Seller in writing of any objections within twenty-four (24) hours thereafter.

Closing:
Buyer(s) acknowledge that title to the property may be conveyed by someone other than Seller.

In connection with the purchase of the property, you may need to obtain title insurance and closing services.

In states where the buyer customarily selects the settlement provider and pays for title insurance: We recommend that you use our title company which is listed for your area on the Affiliated Business Arrangement Disclosure Form provided to you along with Cartus' other disclosures. That company has already performed a title search on behalf of the Seller and is knowledgeable with respect to the uniqueness of the relocation process. Please note, however, that you are NOT required to use our title company as a condition for the purchase of this property. If you would like to use a different title agent, please let us know in writing within 10 days. If you do not so inform us within that time, we will interpret your silence as your selection of our title company and place the title order with our title company accordingly.

In states where the seller customarily selects the settlement provider and pays for title insurance: If Seller pays for Buyer's owner's title insurance policy, Seller may choose the title agent to issue such policy. Buyer may elect either to use the same title agent to issue the lender's title insurance policy or to select an alternative title insurer or agent. If Buyer selects an alternative title insurer or agent to issue the lender's title insurance policy, Buyer should contact Seller to confirm the title insurance provider selected in accordance with the previous paragraph; and agrees to schedule the closing at a time and place convenient for Seller's closing representative. In cases where Seller agrees to pay for owner's title insurance policy, Seller does NOT agree to pay for other costs of the closing agent.

The closing of this sale and acceptance of a deed by Buyer(s) shall constitute acknowledgment that the condition of the property and systems contained therein are acceptable and that any repairs performed by or on behalf of Seller are acceptable and deemed to have been performed in a workmanlike manner; and **Seller shall have no further responsibility or obligation concerning the property and/or any repairs performed, and Buyer(s) waive all rights they may have concerning the condition of the property.**

Any and all credits granted by the Seller to the buyer must appear on the closing disclosure/TILA form. Seller shall not have any obligation to grant any credit that does not appear on the closing disclosure/TILA form. Nor shall Seller have any obligation to give any credit to the extent it is not approved by Buyer's lender.

Acceptance:

This Agreement is subject to Seller's approval, which shall be evidenced only by full execution of this Addendum.

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Authorization to Disclose Information:

Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).

Special Provisions:

Notwithstanding anything to the contrary in the attached Agreement:

(a) The Effective Date of the Agreement and this Addendum shall be the date that the Seller signs this Addendum;

(b) Seller's correct, legal name for all purposes related to the Agreement is as shown on the signature line of this Addendum;

(c) All personal property that conveys with the Property is sold "as is" , "where is", and has no value;

(d) Any assignment of the Agreement by Buyer (via either an assignment or naming a nominee included but not limited to a Qualified Intermediary) requires Seller's consent, which Seller may withhold in its sole discretion. Even if Seller's consent is given, the Buyer named herein shall remain fully obligated under the Agreement unless and until the Agreement has been fully performed by or on behalf of Buyer;

(e) Seller shall not make any payment related to any closing date delays; and

(f) MLS information/items (for example, but not limited to, square footage, school districts, buyer incentives, inclusions, agent incentives) are not representations or warranties by the Seller and are not part of the Agreement unless expressly stated in the Agreement or this Addendum.

(g) Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless specifically included in the contract.

(h) Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.

(i) Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further

(j) Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further represents that neither Buyer nor any person providing funds to Buyer (a) is under investigation for any illegal activity, or (b) had any fines or penalties assessed or had funds seized or forfeited under any anti-money laundering laws. Buyer will promptly notify Cartus in the event the representations in this Section are inaccurate, and cooperate with Cartus with respect to any resulting audits or investigations.

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(k) **Optional for Buyer**: By initialing on the line below, Buyer hereby authorizes Cartus to disclose Buyer's contact information, including name, address, e-mail address, and/or telephone number to ***Realogy Insurance Agency, Inc***. AKA Anywhere Insurance Agency

_____ _____

(Buyer initials) (Co-Buyer initials)

Phone number: _____ **Email:** _____

_____

_____

_____

_____ _____

Buyer Date: Seller: **Cartus Financial Corporation** Date:

_____

Co-Buyer Date:

PAGES 6-8 REQUIRED ONLY FOR HOMES LOCATED IN: HI, KS, NC, NY, OK, SC, TN, VA.

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Cartus File #: **3678991**

Note: If this property is in Hawaii, Kansas, New York, North Carolina, Oklahoma, Tennessee, or Virginia kindly initial the following, as applicable.

Hawaii Provisions:

If the Property is located within the State of Hawaii, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____] Buyer(s) hereby acknowledge and recognize that this sale of residential real estate is subject to the provisions of Chapter 508D, Hawaii Revised Statutes, which requires the disclosure of information from the Seller. Since Seller is a non-occupant owner of the Property, and since Seller has acquired the property in a relocation transaction, Seller will provide the Purchaser with disclosure information provided by the previous owner. The Buyer(s) will be requested to waive the provisions of Chapter 508D, Hawaii Revised Statutes, applicable to requiring Seller to provide disclosure, recognizing that Seller has limited or no firsthand knowledge of the premises. The provisions of the said Chapter 508D, Hawaii Revised Statutes, governing the Buyer's right to rescind this transaction shall continue to apply to this transaction.

Kansas Provisions:

If the Property is located within the State of Kansas, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____] Buyer(s) acknowledge that neither Seller nor Seller's agent has made any warranties or representations as to the condition of the premises or contents thereof and that they are not relying on any such warranty or representation as a condition to purchase except as specifically set forth in writing, fully executed by all parties, and set forth herein or attached hereto. Buyer(s) acknowledge that the price reflects the condition of the premises, and all appliances, subject to any inspections specified in this Agreement.

The closing of this sale and acceptance of the deed by the Buyer(s) shall constitute acknowledgment that the premises and systems therein are acceptable.

New York Provisions:

If the Property is located within the State of New York, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____] If the Property is located in the state of New York, the Property will be conveyed by a Bargain and Sale Deed with Covenants against Grantor's Acts.

North Carolina Provisions:

If the Property is located within the State of North Carolina, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____]

Changes to North Carolina Offer to Purchase and Contract (the "Contract"):

1. Section 1 (j) is deleted in its entirety and replaced with: "(j) "**Due Diligence Period**". The period beginning on the Effective Date and extending through 5:00 p.m. on the tenth (10th) day thereafter. ***TIME BEING OF THE ESSENCE*** with regard to said date."

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2. The following are added to Section 4 of the Contract:

    a. Section 4 (a): Seller agrees to a 25 day extension of the Due Diligence Period for Loan qualification only. If Buyer is proceeding in good faith to obtain the Loan, but cannot meet the period as extended, Buyer may seek a further extension from Seller. Any further extension shall be at Seller's sole discretion and must be approved in writing by Seller.
    b. Section 4 (b)(iv): Seller agrees to a 20 day extension of the Due Diligence Period for Appraisal only. If Buyer is proceeding in good faith to obtain the Appraisal, but cannot meet the period as extended, Buyer may seek a further extension from Seller. Any further extension shall be at Seller's sole discretion and must be approved in writing by Seller.

    c. Section 4 (g): Buyer's right to terminate during the extension period for Section 4 (a) shall apply only if Buyer fails to qualify for the Loan in accordance with the provisions of Section 5. Buyer shall not have any right to terminate during the extension period for Section 4 (b) (iv).

3. Section 7 (a) of the Contract is amended to provide that Seller either is not yet the owner or has owned the property for less than one year and that the Property is NOT the Seller's residence.

4. Section 7 (d) of the Contract is amended to provide that Seller is listing Fuel Tank(s)/Fuel information from the current listing agreement. Buyer should conduct Buyer's own due diligence with respect to such items. Seller does not represent or warrant that the information in Section 7 (d) of the Contract is correct.

5. Section 8 (g) of the Contract is deleted in its entirety and replaced with:

    Seller is to convey Title by General Warranty Deed or Lease Assignment (as appropriate) and provide Buyer with a Commitment to Insure the Title. The Commitment to Insure shall be provided by the Settlement Agent or the Seller and underwritten by a title insurance company qualified to do and doing business in North Carolina. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to the following items recorded in the public records of said County: easements without encroachments, applicable zoning ordinances, protective covenants and restrictions, articles of incorporation, bylaws, rules and regulations and prior mineral reservations; otherwise Buyer, at his option, may either (a) if defects cannot be cured by the designated closing date, cancel this contract, in which case all earnest money deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period if necessary for such action.

6. Section 23 (b) is deleted in its entirety and replaced with: (b) **Breach by Seller:** In the event of material breach of the Contract by Seller may, as Buyer's sole and exclusive remedy elect to terminate this Contract and shall be entitled to return of both the Earnest Money and Due Diligence Fee (if any).
7. The list of included fixtures in Section 2 will include the listed items only if they are permanently affixed to the Property, i.e. a free standing basketball hoop is not included.

Oklahoma Provisions:

If the Property is located within the State of Oklahoma, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____]

Changes to Oklahoma Purchase and Sale Agreement (the "Agreement"):

1. Section 7.C. and 7.D. of the Contract are deleted in their entirety.

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If for any reason, closing is not held at Seller's closing agent and/or if title insurance is not placed through Seller's closing agent, Buyer agrees to pay Seller's closing agent's incremental hourly fees to co-ordinate the closing; and Buyer agrees that the closing will be held at a time and place convenient for Seller's closing agent.

South Carolina Provisions:

If the Property is located within the State of South Carolina, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____]

Changes to South Carolina Agreement/Contract: To Buy and Sell Real Estate (Residential):

1. The instructions, the first, second, third and last paragraphs of Section 8 are deleted in their entirety, so that Section 8 begins with the paragraph that starts with: "The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire…".
2. The Due Diligence Period shall be 10 days from the Effective Date.
3. The Termination Fee shall be $0.00.

Tennessee Provisions:

If the Property is located within the State of Tennessee, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____]

Changes to Tennessee Purchase and Sale Agreement (the "Agreement"):

a. The following replaces Section 4. D. of the Agreement: Seller shall not pay for any special assessments unless listed here: _____.

a. The remedies specified in the last sentence of Section 5. A. (2) shall be Buyer's sole remedy in case of failure to remedy title defects by the Closing Date or any mutually agreed extension thereof.

b. Seller's obligations pursuant to Section 7. A. to have items operational for Buyer's inspections are subject to any applicable seasonality restrictions.

c. Section 12 is amended to provide that in case of Seller default, Buyer shall be entitled to recover Buyer's Earnest Money/Trust Money and documented, reasonable costs in connection with the Home (inspection, mortgage application and other fees, but not any indirect or consequential damages) as Buyer's sole remedy.

Virginia Provisions:

If the Property is located within the State of Virginia, the following language is incorporated into this Addendum:

[Buyer(s) please initial here: _____ _____]

1. If financing is to be arranged then this Contract is contingent upon such financing or approval. If financing contingency has not been satisfied by the "Financing Deadline" established in the Contract, Seller at Seller's option may give Notice to Buyer(s) that the Contract will become void. If Seller Delivers such Notice, this Contract will become void at 9 p.m. on the third Day following Delivery of Seller's Notice unless, prior to that date and time, Buyer(s) Delivers to Seller the written commitment or a Notice removing this contingency and evidence of the availability of funds necessary to settle without such financing.

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The Contract will become void if, prior to satisfaction of this contingency, Buyer(s) receives a written rejection from the lender or lenders to whom the Buyer(s) has applied and Delivers a copy of the written rejection to Seller on or before the “Financing Deadline” established in the Contract.

2. In the event of any claim or demand by Buyer(s), as a result of Buyer's inspection(s), the parties expressly agree that any “Negotiation Period(s)” for Seller to respond to Buyer(s) in the Contract are not applicable.

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