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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 **6030 ROCK SERVICE STATION ROAD, LLC** (hereinafter "Seller") for the sale of the real property described as: Lot 133, Mornington Estates, Phase 4, and also more commonly known as 1044 Azalea Garden Circle, Raleigh, NC 27603 (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

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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.

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 $800 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.

Seller recommends Fifth Third Bank to assist Buyer with securing a new home loan. Christian Adel specializes in residential real estate transactions and can be reached at Christian.Adel@53.com or 984-344-4837. If Buyer chooses to finance with his team, **Fifth Third Bank will make a closing contribution of 0.5% of the loan amount towards closing costs.** These costs may include but are not limited to: mortgage discount points, admin. fees, application fees, commitment fees, loan origination fee, document preparation, funding fee, processing fee, tax service fee, appraisal, credit report, and title insurance.

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

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Buyer	Date
Signed by: Donald Denihan 1C5DAFC917DB4EC...	7/21/2026 | 15:10 PM PDT
Seller	Date