JUDICIAL SALE ADDENDUM

"**Seller**": *Attorney Stephanie DeMaioribus, Commissioner*

"**Buyer**": _____

"**Property**": *1104 South Person, Raleigh, NC 27601*

This Addendum is attached to and made a part of the Offer to Purchase and Contract (the "Contract") between Seller and Buyer (the "Parties") for the Property. The Property is subject to judicial sale because: *Court Order* _____. The Contract is accordingly amended as follows:

1. **General Terms**: Buyer and Seller understand that the way a judicial sale is conducted may vary significantly depending on where the Property is located and why the court is involved. Accordingly, the Contract will be subject to any laws or local rules governing the type of judicial sale indicated above, which may include but not be limited to the following:
   a. All judicial sales, whether public or private, require an upset bid period, which is usually 10 days long but may vary;
   b. Local rules may delay submission of the Contract to the court to start the upset bid period, even if the Contract is effective;
   c. A clerk of court, judge, trustee, guardian *ad litem*, commissioner, or other court official may need to confirm the sale of the Property by Seller, which may require a finding that the sale is in Seller's best interest;
   d. No court official has an obligation to confirm any sale of the Property;
   e. No party, agent, or attorney involved in this sale has control over the timing, approval, or decision of any court official;
   f. In order to submit an offer, the clerk of court may require an upfront payment in certified funds;
   g. Buyer's ability to conduct Due Diligence and inspections may be limited in many circumstances, and the Property may not have any working utilities;
   h. A court official may require amendment of the Contract's terms to give confirmation, which may include adjusting the Purchase Price, Due Diligence Period, Settlement Date, and other important terms;
   i. If amendments to the Contract are requested by a court official to confirm a sale, the Parties are not obligated to agree, which may result in the Contract's termination;
   j. Any Due Diligence Fee, if any, must be paid within 2 days after the end of the final upset bid period with ***TIME BEING OF THE ESSENCE***. The Due Diligence Fee ☐ will ☐ will not be refundable if court confirmation is not given, and Buyer is strongly advised to seek information from the court before agreeing to pay a Due Diligence Fee;
   k. Confirmation may take weeks or months to obtain, and neither Seller nor any real estate agent representing Seller or Buyer can guarantee the timeliness of a court's review, confirmation, approval, or rejection; and
   l. Prior to Closing, the court may require public disclosure of the Contract.

2. **High Bidder and Court Approval Contingency**: The Contract is contingent upon Buyer being the high bidder at the end of the final upset bid period and the court's final approval of the sale of the Property to Buyer, including appeals. In the event the sale is not confirmed by the court, this Contract will automatically terminate without any action necessary from Buyer or Seller, and the Earnest Money Deposit will be refunded to Buyer so long as Buyer is not in breach of the Contract.

3. **Seller Deliverables and Deed**: Seller may not be able to strictly comply with contract terms regarding certain deliverables, such as delivering possession or providing Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) certification (applicable to some foreign buyers). Buyer hereby agrees to waive such contract terms only if Seller is unable to comply. Seller makes no representation as to the quality, marketability, or insurability of title. Should Buyer's examination of title reveal defects, encumbrances, or lack of legal access, Buyer shall have the right to terminate and receive a refund of the Earnest Money Deposit. Should Buyer proceed to Closing, Seller shall have no obligation to remedy such title defects. Seller may deliver title by Special Warranty Deed, Commissioner's Deed, Trustee's Deed, or other form of deed instead of a General Warranty Deed.

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

STANDARD FORM 2A15-T
Adopted 7/2026
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Buyer initials _____ _____ Seller initials _____ _____

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) _____ (Signature) _____ (Date) _____

Seller: (Name) *Attorney Stephanie DeMaioribus, Commissioner* (Signature) _____ (Date) _____

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

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

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

Buyer initials _____ _____ Seller initials _____ _____

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