

Massey Real Estate Management
4919 Farrington Road
Chapel Hill, NC 27517
Phone: 919-730-5239, Fax: 919-361-3376

ADDITIONAL PROVISIONS ADDENDUM

Property Address: _____

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Vacant Lot Offer to Purchase and Contract ("Contract"). Those provisions marked "N/A" shall not apply.

1. n/a **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to n/a, on or before n/a AM PM, on n/a, or until withdrawn by Buyer, whichever occurs first.
2. n/a **INTEREST BEARING TRUST ACCOUNT:** Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.
3. n/a **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) conventional or other n/a ground absorption sewage system for a n/a bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than n/a, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by n/a that this condition cannot be satisfied, **time being of the essence**.
4. n/a **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
5. n/a **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at: n/a on or before n/a. If this contingency is not removed on or before midnight of n/a, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.
6. n/a **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before n/a, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. **NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.**

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. 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 _____ DATE _____ (SEAL)

SELLER _____ DATE _____ (SEAL)

**This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.
PREPARED BY: Emily B Massey, Broker**

Additional Provisions Addendum, Standard Form 2A11-T. North Carolina Association of REALTORS®, Inc.

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