

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

RADON INSPECTION ADDENDUM

Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in Paragraph 12 (b) of the Offer to Purchase and Contract. The test result shall be deemed satisfactory to the Buyer if it indicates a radon level of 4.0 * pico curies per liter of air or less. If the test result exceeds the above-mentioned level, Seller shall have the option of: a) completing necessary corrective measures to bring the radon level within the satisfactory range; or b) refusing to complete any corrective measures. Upon the completion of corrective measures, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level at or below the level listed above, it shall be deemed satisfactory to the Buyer. If Seller elects not to complete necessary corrective measures, or if corrective measures are attempted but fail to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Closing shall constitute acceptance of the radon level in existence at that time in accordance with Paragraph 12 (e) of the contract.

*** Current EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air (January 1, 1997)**

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE 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)**

