

OFFER TO PURCHASE AND CONTRACT-NEW CONSTRUCTION

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract—New Construction and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Pike Development Company, LLC

The General Contractor is: Pike Construction & Design, LLC

("General Contractor")

NC contractor's license #: 77004 classification: Residential limit: Unlimited

(b) "Buyer": _____

(c) **"Real Estate":** The Real Estate shall include all that certain lot or parcel of land described below together with all appurtenances thereto.

Street Address: _____

City: _____ Zip: _____

County: _____, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot _____ Block/Section _____ Subdivision _____

as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Real Estate is: _____

Other description: _____

Some or all of the Real Estate may be described in Deed Book _____ at Page _____

(d) **"Purchase Price":**

\$ _____

Paid in U.S. Dollars upon the following terms (to be adjusted by allowance, if applicable, and Change Orders as defined in Paragraph 3(b)(iii)):

\$ _____

BY BUILDING DEPOSIT made payable to Seller in accordance with the terms of subparagraph (1) below. **TIME BEING OF THE ESSENCE.**

\$ _____

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Whenever there are Change Orders which change the cost for the Dwelling, the difference shall be adjusted between the parties either prior to Settlement or at Settlement. The Purchase Price shall be the complete cost for the Property.

(e) **"Dwelling":** Seller shall complete construction of a single-family dwelling and related improvements to be constructed on the Real Estate in accordance with the Plans and Specifications attached hereto or described with specificity herein.

(f) **"Property":** The Property shall mean the Real Estate described in 1(c) plus the Dwelling described in 1(e).

(g) **"Loan":** Buyer hereby acknowledges and agrees that there is no loan financing or appraisal condition to Buyer's obligation to perform under the terms and conditions of this Contract. Buyer's obligation to purchase the Dwelling is not contingent upon an appraisal and in the event the Dwelling does not appraise at or above the Purchase Price, Buyer shall still be obligated to perform its obligations under this Contract and close on acquisition of the Property

(h) "Plans and Specifications":

NOTE: All site plans, drawings, floor plans, landscape plans, schedule of allowances, description of materials and specification lists should either be listed with copies attached as exhibits OR described with specificity (title of document, date, number of pages, designer, etc.) so they can be clearly identified and referenced. Buyer acknowledges that such site plans, drawings, floor plans, landscape plans, schedule of allowances, description of materials and specification lists are not actual representations of the finished product and are subject to change in the reasonable discretion of Seller or General Contractor.

(i) Reserved.

(j) "Closing Attorney" (insert name): _____

(k) "Effective Date": The date that: (i) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(1) "Building Deposit": The purpose of the Building Deposit is to compensate Seller for taking the Dwelling off the market and entering into this Contract. The Building Deposit shall be paid to Seller according to the following schedule (insert "0" or "N/A" if the Building Deposit will not be paid in installments or if no Building Deposit will be paid).

NOTE: The total of any installments should equal the amount of the Building Deposit set forth in Paragraph 1(d) above if any:

\$ _____ Date or event triggering payment: _____
\$ _____ Date or event triggering payment: _____
\$ _____ Date or event triggering payment: _____
\$ _____ Date or event triggering payment: _____

The Building Deposit will be credited to the Purchase Price at Settlement. The Building Deposit shall be refundable only in the event of a material breach of the Contract by Seller. Otherwise, the Building Deposit is nonrefundable upon payment. Should Buyer fail to deliver the Building Deposit or any installment thereof in accordance with the terms of this subparagraph, Buyer shall have seven (7) days after written notice to deliver the Building Deposit or the installments to Seller. In the event Buyer does not timely deliver the Building Deposit, Seller shall have the right to terminate this Contract upon written notice to Buyer, retain any Building Deposit installment previously made by Buyer without limiting any other remedies available to Seller for such breach

(m) **"Settlement"**: The proper execution and delivery to the Closing Attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and payment of all funds necessary to complete such transaction.

(n) **"Settlement Date"**: The parties agree that Settlement will take place _____ (___) days after Seller's receipt of a certificate of occupancy for the Dwelling, but in no event later than _____, 20__ (the "Settlement Date"), unless otherwise agreed in writing, at the office of the Closing Attorney or such other time and place mutually agreeable by both Buyer and Seller. The parties acknowledge and understand that Settlement may be delayed for a number of reasons, including but not limited to: (i) a delay in construction under paragraph 3(f); or (ii) an unsatisfactory title update or the Closing Attorney's lack of authority to disburse funds under paragraph 1(o). In the event of a delay in Settlement, the Settlement Date will be extended by a reasonable time to account for the delay(s) experienced. Unless otherwise agreed in writing, there must be Substantial Completion of the Dwelling on or before the Settlement Date.

(o) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer. Closing 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. 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 the lender's funds, then the Closing shall be suspended, and the Settlement deemed delayed.

(p) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration, but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 9(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 7(a), 8(b), and 9(k).

(q) **"Substantial Completion"**: The completion of the construction of the Dwelling in accordance with the Plans and Specifications and any other special provisions that may be part of the Contract to the degree that: (i) it is habitable and broom- clean, (ii) a certificate of occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the Dwelling and delivered to Buyer, and (iii) only Punch List Items remain to be corrected.

2. **Survey and Street Disclosure:** Buyer acknowledges that Seller has provided Buyer with a copy of an original survey of the Property previously procured by Seller. Furthermore, Buyer acknowledges and agrees that it has reviewed such survey and agrees survey of the Property is acceptable. Seller hereby discloses to Buyer that Seller has received no written notice that the owner of the Property is required to maintain the right-of-way fronting the Property. Buyer acknowledges that they have the option to order a new survey prior to closing and that will not be an expense of the seller.

3. CONSTRUCTION OF DWELLING:

(a) Quality of Construction: Seller shall construct the Dwelling (i) in accordance with the Plans and Specifications; (ii) in compliance with all laws, regulations, codes, and ordinances applicable to the construction of the Dwelling; and (iii) in a good and workmanlike manner with new, good quality materials and components.

(b) Changes: BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NO OBLIGATION TO CONSIDER OR CHANGE ANY CONSTRUCTION ASPECTS OF THE PLANS AND SPECIFICATIONS. Provided, however, Buyer may request changes in the construction of the Dwelling within the general scope of the Plans and Specifications, consisting of additions, deletions or other revisions, but all such changes shall be in the sole discretion of Seller. Any changes approved in the sole discretion of Seller shall be made only by a Change Order, which shall be in writing on a form approved by Seller and signed by both Buyer and Seller ("Change Order"). Any adjustments in the Purchase Price, Building Deposit and Settlement date shall be as set forth in the Change Order.

(c) Construction Costs: Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses, all plans and specifications and all other costs, charges and expenses whatsoever in connection with or related to the construction of the Dwelling unless otherwise agreed in writing.

(d) Building Permit: Seller shall be required to obtain the building permit for the construction of the Dwelling, and construction shall proceed in compliance with the building permit and other necessary land use permits.

(e) Punch List Items:

(i) Seller shall notify Buyer when there has been Substantial Completion of the Dwelling and shall schedule a mutually agreeable date and time on which Buyer shall inspect the Dwelling. Prior to Settlement, Buyer and Seller shall agree upon a written list of all deficiencies in workmanship and material that are detectable by visual examination ("Punch List Items"). Seller shall correct Punch List Items at Seller's cost within a reasonable period of time. AFTER SUBSTANTIAL COMPLETION (as defined in Paragraph 1 (q)), SELLER'S FAILURE TO CORRECT A PUNCH LIST ITEM PRIOR TO SETTLEMENT WILL NOT BE GROUNDS FOR DELAYING SETTLEMENT OR THE IMPOSITION OF ANY CONDITIONS ON SETTLEMENT; PROVIDED, SETTLEMENT SHALL NOT RELIEVE SELLER FROM THE OBLIGATION TO CORRECT ANY PUNCH LIST ITEM.

(ii) This subparagraph (e) shall not be deemed to limit Buyer's right to conduct inspections under Paragraph 4 below or limit the obligations of Seller under the Limited Warranty provided by Seller.

(f) Delay in Construction: If Seller is delayed at any time in the progress of construction by (i) any act, omission, or neglect of Buyer; (ii) written Change Orders; (iii) shortages of materials, adverse weather conditions, or delays in transportation which were not reasonably anticipated; or (iv) acts of God, Seller shall give as much notice as possible of the delay to Buyer and the time for Substantial Completion of construction of the Dwelling and the Settlement Date shall be extended by a reasonable time to account for the delay(s) experienced. BUYER ACKNOWLEDGES AND UNDERSTANDS THE IMPORTANCE OF COOPERATING FULLY WITH SELLER IN ORDER TO HELP EXPEDITE THE CONSTRUCTION OF THE DWELLING AND TO AVOID OR MINIMIZE ANY DELAY IN SETTLEMENT.

(g) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT BUYER HAS NO RIGHT TO DIRECT, ENGAGE, OR OTHERWISE PROVIDE INSTRUCTION TO ANY SUBCONTRACTOR OR SUPPLIER. In the event Buyer does not comply with the foregoing statement, Seller shall have the right to terminate this Contract and retain all Building Deposits paid by Buyer to date.

(h) Notwithstanding anything to the contrary set forth in this Contract, Seller hereby reserves the right to stage, photograph, and/or video the Dwelling at any time prior to the Settlement Date. To this end, Seller shall have additional time following Substantial Completion of the Dwelling to perform such activities and Buyer acknowledges and agrees these activities and additional time shall not be considered a delay by Seller.

4. BUYER'S INVESTIGATION OF CONSTRUCTION:

(a) Inspections: Buyer and/or Buyer's agents or representative shall have access to enter the Dwelling with Seller contemporaneously with the date each Building Deposit is due for the purpose of conducting such inspections as Buyer deems appropriate to determine whether the work performed or being performed conforms with the terms of this Contract. In the event Buyer desires to enter the Dwelling at any other time, it must first obtain advance approval from Seller at least 72 hours prior to the desired entry and all such approved entries shall take place at a time between 9am – 5pm during Monday – Friday and must be accompanied by Seller (or a designated agent of Seller). Furthermore, any entry by Buyer and/or Buyer's agents or representative shall be at the sole risk of Buyer and/or Buyer's agents or representative and Seller is hereby released from all liability or claims related to the same. In the event that during construction Buyer shall reasonably determine that such construction is not proceeding in accordance with this Contract, Buyer shall give written notice to Seller specifying the particular deviation, deficiency, or omission, and Seller shall forthwith correct such deviation, deficiency, or omission. Buyer's rights under this paragraph shall not release Seller from any of Seller's obligations for the construction of the Dwelling in accordance with this Contract.

(b) Wood-Destroying Insects: Buyer shall have the option of obtaining, at Buyer's expense, prior to Settlement, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to the Dwelling there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. If the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall perform any required treatment and make any necessary repairs. **Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects.** Seller shall provide a standard third-party 1-year limited warranty of termite soil treatment.

Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon prior to Settlement. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air **(as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air)**. If the test result exceeds the above-mentioned level, Seller shall remediate to bring the radon level within the satisfactory range. Upon the completion of the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to Buyer.

(c) Delay in Settlement: Seller's failure to perform any required correction, repair, treatment or remediation or other work that may be required under this paragraph 4 prior to Settlement will be grounds for delaying Settlement.

(d) Buyer's Obligation to Repair Damage/Release: Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. Buyer understands and acknowledges that entry into the Dwelling or on the Property prior to Closing shall be at Buyer's risk, and Buyer hereby releases Seller from any liability for personal injury or damage to Buyer's personal property arising out, or as a result of, any activities of Buyer and Buyer's agents and contractors on the Property, except for liability arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

(e) Indemnity: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this Contract and any termination hereof.

5. **LIMITED WARRANTY:** Except to the extent expressly set forth on that certain Limited Warranty executed by Seller and Buyer contemporaneously with this Contract, Seller hereby disclaims, and Buyer acknowledges and agrees as to the same, all warranties to the fullest extent provided by law.

6. **BUYER REPRESENTATIONS:**

(a) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract. Notwithstanding anything to the contrary set forth in this Contract, Buyer and Seller acknowledge and agree that, in the event Buyer fails to proceed to Closing as and when required by this Contract due to the inability of Buyer to finance or purchase the Property, Seller shall have the right to terminate this Contract and retain all Building Deposits paid by Buyer to date.

(b) Mineral and Oil and Gas Rights: Seller has no actual knowledge and has received no written notice that any or all of the mineral, oil, and gas rights concerning the Property have been severed from the Property.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.

7. BUYER OBLIGATIONS:

(a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(b) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owner's association and/or management company as agent of an owners' association for providing information required by Buyer's lender,
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed, excise and transfer taxes due upon recordation of the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

8. CONTRACTOR'S LICENSE: Seller represents that General Contractor is licensed to construct the improvements on the Real Estate.

9. SELLER OBLIGATIONS: In addition to Seller's obligation to construct the Dwelling in accordance with paragraph 3 above, Seller shall have the following additional obligations:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys; and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives, an opportunity to (i) investigate enumerated issues found in paragraphs 2, 3, and 4, (ii) verify the satisfactory completion of negotiated change orders/repairs/improvements, and (iii) conduct a final walk-through inspection of the Property; provided, however, notwithstanding anything to the contrary set forth herein this Contract, such requests for entry and time for doing so shall be subject to the terms of Section 4(a) above.

(d) Removal of Seller's Property: Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) Affidavit And Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) Good Title, Legal Access: Seller shall execute and deliver a SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other monetary liens, encumbrances or defects, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions; matters that would be revealed by a current and accurate survey of the Property and such other liens, encumbrances, easements, and all other matters of record. The Property must have legal access to a public right of way.

(h) Deed, Taxes, and Fees: Buyer shall pay for preparation of a deed and all other documents necessary to perform both parties' obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: _____

(i) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any.

(j) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 9 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then any Building Deposit will be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's qualification for and approval of any Loan and any tests, surveys, appraisals, investigations, examinations and inspections of the Property conducted by Buyer or Buyer's agents or representatives, without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover any Building Deposit and/or the reasonable costs actually incurred by Buyer in connection with Buyer's qualification for and approval of any Loan and any tests, surveys, appraisals, investigations, examinations and inspections of the Property conducted by Buyer or Buyer's agents or representatives, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a)** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b)** Owners' association regular assessments ("dues") and other like charges.

11. RISK OF LOSS AND INSURANCE:

(a) Risk of Loss: If the improvements on the Real Estate are destroyed or materially damaged prior to Closing (a "Casualty Event"), Buyer may terminate this Contract within fifteen (15) days following the date of any such Casualty Event by written notice delivered to Seller or Seller's agent and receive a return of any previously paid Building Deposits. Seller shall be entitled to utilize any and all insurance proceeds available due to any Casualty Event.

(b) Insurance: Seller shall purchase and maintain "All Risks" Builder's Risk Insurance coverage, including Theft and Vandalism and Malicious Mischief, upon the Dwelling on a "Completed Values" basis, while the Dwelling is in the course of construction. "Completed Values" shall mean the full value of the Dwelling, as of the date that all construction is completed, including Seller's total cost plus profit, but excluding the cost of the land. In the event that construction is fully completed prior to sale of the Property, Seller shall purchase and maintain Permanent "All Risks" Property Insurance coverage on the Dwelling, including Theft and Vandalism and Malicious Mischief, on a "Replacement Cost" basis. "Replacement Cost" shall mean the full cost of replacement of the structure or structures at the same site with new material of like kind and quality without deduction for depreciation. In addition, Seller shall purchase and maintain Third Party Liability Insurance coverage on the premises of the Property during the course of, and after construction is completed.

12. POSSESSION: Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.) shall be delivered upon Closing as defined in Paragraph 1(o) unless otherwise provided herein.

13. ADDENDA:

☐ Check box and identify below any attached addenda to this Contract:

14. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax- deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and his heirs and successors.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REAL ESTATE AGENTS: Buyer is/is not (circle one) represented by a real estate agent. In the event Buyer is represented by a real estate agent, Buyer and Seller agree that Seller shall pay a _____ % commission to Buyer's real estate agent at Closing. Seller hereby disclose to Buyer, and Buyer acknowledges the same, that Seller (and/or any affiliate or principal(s) of Seller) is a licensed real estate agent; provided, however, Buyer expressly acknowledges and agrees that it is not represented by the same.

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This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date:_____

Buyer:_____

Date: _____

Buyer:_____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.

By: _____

Name:_____

Title: _____

Date: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.

By: _____

Name: _____

Title: _____

Date: _____

General Contractor (to be executed only when Seller is not the General Contractor):

Name of General Contractor:_____

By:_____

Name:_____

Title: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIOS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORM IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENTSOURCE. WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Email: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Email: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____

Acting as • Buyer's Agent • Seller's (sub)Agent • Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: _____

Acting as • Seller's Agent • Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

☐ Acting as a Designated Dual Agent (check only if

applicable) Selling Agent License #: _____

Individual Listing Agent: _____

☐ Acting as a Designated Dual Agent (check only if

applicable) Listing Agent License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF BUILDING DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Building Deposit in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Deposit 1 Received

Date _____ Seller: _____
(Signature)

Deposit 2 Received

Date _____ Seller: _____
(Signature)

Deposit 3 Received

Date _____ Seller: _____
(Signature)

Deposit 4 Received

Date _____ Seller: _____
(Signature)

