

DELAYED DUE DILIGENCE FEE ADDENDUM TO OFFER TO PURCHASE AND CONTRACT

by and between

_____, as Seller and

_____, as Buyer

for PROPERTY KNOWN AS

_____ (the Property)

1. Buyer and Seller acknowledge and agree that the Property is leased and currently occupied by a tenant.
2. Due to tenant occupancy, Buyer is making an offer on the Property sight unseen. Buyer will have the opportunity to inspect the Property within FIVE (5) days of the date of acceptance of the contract by Seller.
3. Subsequent to Buyer's inspection, Buyer shall have the option to terminate the contract or to continue. Should Buyer choose to continue, Buyer shall promptly pay the Seller the "delayed due diligence fee" in the amount of

\$_____ set forth on the contract, and shall pay to the Escrow Agent the earnest money. **Both parties understand and agree that due to the occupancy of the Property by a tenant, due diligence shall not be due upon execution of the Contract, but instead shall be due within 5 days of acceptance as set forth herein.** In the event Buyer chooses to terminate after inspecting the Property, no due diligence or earnest money shall be due to Seller or Escrow Agent.

4. In the event of any conflict between the terms of this Addendum and the Offer to Purchase and Contract attached hereto, the terms of this Addendum shall control.

Drafted by: Lynne R. Holton, Esq. – NC State Bar #12536

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