AGREEMENT TO AMEND CONTRACT
(Amendment # ____)

WARNING: ALL PARTIES, INCLUDING ANY LENDER AND SETTLEMENT AGENT, MUST BE PROVIDED A COPY OF THIS AGREEMENT

__________________________________________________________________________

Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)]:

☐ Purchase Price. The Purchase Price is hereby changed from: $__________________________ to: $__________________________.

☐ (Additional) Earnest Money. The (Additional) Earnest Money Deposit is hereby changed from: $__________________________ to: $__________________________.

☐ (Additional) Earnest Money Deposit Date: The date by which the (Additional) Earnest Money Deposit shall be paid to Escrow Agent is hereby changed to extend through 5:00 p.m. on: ________________________________.

☐ Building Deposit. The Building Deposit is hereby changed from: $__________________________ to: $__________________________.

☐ Due Diligence Fee. The Due Diligence Fee paid to Seller is hereby changed from: $__________________________ to: $__________________________.

☐ Due Diligence Period. The expiration date of the Due Diligence Period is hereby changed to extend through 5:00 p.m. on ________________________________, TIME BEING OF THE ESSENCE.

☐ Escrow Agent. The Escrow Agent is hereby changed to: ________________________________. (“Successor Escrow Agent”) and the Escrow Agent named in the Contract is hereby authorized and directed by the parties to release the Earnest Money Deposit in the amount of $ __________________________ to the Successor Escrow Agent.

☐ Settlement Date. The Settlement Date is hereby changed to: ________________________________.

☐ (check only if the following also will apply) The Delay in Settlement/Closing paragraph in the Contract is hereby amended for the sole purpose of changing the permitted time a Delaying Party may delay in completing Settlement and Closing from seven (7) days to four (4) days.

☐ Expenses. The amount Seller shall pay at Settlement toward Buyer’s expenses associated with the purchase of the Property is hereby changed from: $__________________________ to: $__________________________.

ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT

Successor Escrow Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Contract.

______________________________________________________ Date _____________________
Signature of Successor Escrow Agent

______________________________________________________ (Print Name)

Settlement Date. The Settlement Date is hereby changed to: ________________________________.

☐ (check only if the following also will apply) The Delay in Settlement/Closing paragraph in the Contract is hereby amended for the sole purpose of changing the permitted time a Delaying Party may delay in completing Settlement and Closing from seven (7) days to four (4) days.

☐ Expenses. The amount Seller shall pay at Settlement toward Buyer’s expenses associated with the purchase of the Property is hereby changed from: $__________________________ to: $__________________________.
Home Warranty. The Home Warranty paragraph of the Contract is hereby changed to provide as follows:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed $__________ which includes sales tax and Seller agrees to pay for it at Settlement.

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: ___________________________ Date ________ Seller: ___________________________ Date ________
Buyer: ___________________________ Date ________ Seller: ___________________________ Date ________
Entity Buyer: ____________________________
(Name of LLC/Corporation/Partnership/Trust/etc.)
Entity Seller: ____________________________
(Name of LLC/Corporation/Partnership/Trust/etc.)
By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________