



LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 9262 US 158, Reidsville, NC 27320-7615

Seller: D and K Restaurant LLC

Buyer:

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Seller's Disclosure (initial)

X/K

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

X/K

- (b) Records and reports available to the Seller (check one)

[] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

- (c) Buyer has received copies of all information listed above.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):

[] Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
[] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A9-T Revised 7/2015 © 7/2018

Buyer Initials Seller Initials X/K

Agent's Acknowledgement (initial)

KM

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT 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: _____

Buyer: _____ Date: _____

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

Agent: *Kim Martin* _____ Date: *11/16/18*

Seller: *D and K Restaurant LLC* _____ Date: _____

Seller: *[Signature]* _____ Date: *11/16/18*

Entity Seller: D and K Restaurant LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ Date: _____

Name: _____ Title: _____

Agent: _____ Date: _____



**PROFESSIONAL SERVICES DISCLOSURE AND ELECTION
(COMMERCIAL)**

Property Address: 9262 US 158, Reidsville, NC 27320-7615 ("Property").
 Buyer or Seller: D and K Restaurant LLC ("Client/Customer")
 Real Estate Firm: TOTAL REAL ESTATE SOLUTIONS INC ("Firm")

1. There are professional services that typically are performed in connection with the purchase and sale of commercial real estate. Client/Customer understands that Firm cannot give advice in certain matters that may relate to the purchase or sale of the Property, including but not limited to matters of law, taxation, financing, surveying, structural soundness, engineering, environmental matters or geotechnical matters.

Service	Selected (initial)	Waived (initial)	Name(s) of Service Provider(s)	Who Orders
Appraisal				
Attorney/Title Exam/Closing				
Structural Inspection				
Mechanical Inspection				
Financing				
Property Insurance				
Environmental Inspections				
Survey* (see note below)				
Utilities Evaluation				
Geotechnical Evaluation				

*NOTE REGARDING SURVEYS: Situations arise all too often that could have been avoided if the buyer had obtained a new survey from a NC registered surveyor. A survey will normally reveal such things as encroachments on the Property from adjacent properties (fences, driveways, etc.); encroachments from the Property onto adjacent properties; road or utility easements crossing the Property; violations of set-back lines; lack of legal access to a public right-of-way; and indefinite or erroneous legal descriptions in previous deeds to the Property. Although title insurance companies may provide lender coverage without a new survey, the owner's policy contains an exception for easements, set-backs and other matters which would have been shown on a survey. Many such matters are not public record and would not be included in an attorney's title examination. In addition, if the buyer does not obtain their own survey, they would have no claim against a surveyor for inaccuracies in a prior survey.

2. Client/Customer acknowledges Firm has recommended that Client/Customer consult with a professional for an opinion regarding each service listed above to be performed in connection with Client/Customer's purchase or sale of the Property. Regarding each such service, Client/Customer has either selected the service provider listed or elected not to have the service performed, as indicated above. No services shall be provided by Firm, except as may be expressly designated above. In the event that Firm does procure any



North Carolina Association of REALTORS®, Inc.

Individual Agent Initials KM

Client/Customer Initials X [Signature]

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of these services at the request of Client/Customer, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client/Customer and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client/Customer. Client/Customer hereby agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Client/Customer's selection and use of any of the listed service providers or Client/Customer's election not to have one or more of the listed services performed. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client/Customer to provide any such service. Although Firm may provide Client/Customer the names of providers who claim to perform services in one or more of the listed areas, Client/Customer understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Client/Customer agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes.

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.

CLIENT/CUSTOMER:

Individual

X [Signature] (SEAL)

Date: _____

_____ (SEAL)

Date: _____

BUSINESS ENTITY:

D and K Restaurant LLC
(Name of Entity)

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

FIRM:

Total Real Estate Solutions Inc
(Name of Firm)

By: [Signature] (SEAL)

Name: Kim Martin

Individual license #: 202186

Date: 11/16/18