

This form is required for use in all sales transactions, including residential and commercial.



Working With Real Estate Agents Disclosure (For Sellers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this seller.

Seller's Agency (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for sale. If you sign the listing agreement, the listing firm and its agents would then represent you. The buyer would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

Dual Agency: Dual agency will occur if your listing firm has a buyer-client who wants to purchase your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the buyer at the same time. A dual agent's loyalty would be divided between you and the buyer, but the firm and its agents must treat you and the buyer fairly and equally and cannot help you gain an advantage over the other party.

Designated Dual Agency: If you agree in a written agency agreement, the real estate firm would represent both you and the buyer, but the firm would designate one agent to represent you and a different agent to represent the buyer. Each designated agent would be loyal only to their client.

Buyer Agent Working with an Unrepresented Seller (For Sale By Owner, "FSBO"): The agent who gave you this form will not be representing you and has no loyalty to you. The agent will represent only the buyer. Do not share any confidential information with this agent.

Note to Seller: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Authentisign
Alicia G Morin

Seller's Signature
Alicia Gail Morin

Authentisign
Michael Ackerman

Seller's Signature
Michael Ackerman

08/13/2025

Date

Marc Wilson

Agent's Name

129744

Agent's License No.

The Bluffs on The Cape Fear

Firm Name

REC. 4.27 • 1/1/2022

The Bluffs on The Cape Fear, 9613 Hidden Plum Rd. Leland NC 28451
Marc Wilson

Phone: 864-603-0110

Fax:

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolfof.com

Lot 762

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT - VACANT LOT/LAND

This Agreement is between Alicia Gail Morin, Michael Ackerman ("Seller") and The Bluffs on The Cape Fear ("Firm").

- 1. Services Provided: Seller hires Firm as an exclusive agent to help Seller sell the Property...
2. Term of Agreement: Unless the box below is checked, this Agreement will be effective when signed by Seller and Firm. It will expire at 11:59 p.m. on August 13, 2026 ("Expiration Date").

Existing Agency: The Property is currently listed for sale exclusively with another firm. The listing agreement expires on ... This Agreement will become effective immediately when current listing agreement ends.

3. Property: Street Address: 3632 RIVERGATE WAY
City: LELAND Zip: 28451 County: Brunswick, NC
Lot/Unit 762 Block/Section, Subdivision/Condominium The Bluffs on The Cape Fear
Plat Book/Slide 00045 at Page(s) 00065 PIN/PID: 006NB039
Other description: L-762 PH-2B BLUFFS ON THE CF PLAT 45/65
Some or all of the Property may be described in Deed Book 05043 at Page 0512
The Property shall include all the above real estate described together with all appurtenances thereto including the improvements located thereon, if any. If Seller wishes to sell less than an entire tract of land, then the assistance of a real estate attorney is strongly advised to ensure compliance with N.C.G.S. § 160D-807.

Additional Parcels: If additional parcels are part of this Agreement, they are described in an attached exhibit, and the term "Property" will include all the additional parcels in the exhibit.

4. Listing Price: Seller agrees to list the Property for \$ 225,000.00. Seller will accept payment from a buyer on the following terms (check all that apply): [X] Cash [X] FHA [X] VA [X] USDA [X] Conventional [] Loan Assumption [] Seller Financing [] Other: ... Seller agrees to sell the Property for the listing price or any other price or terms Seller may accept.

5. Marketing: Firm will use its best efforts to find a ready, able, and willing buyer. Unless otherwise directed below, Firm will begin marketing on (insert date) August 13, 2025 ("Marketing Date").

a. Seller authorizes Firm to (initial only one option):

AGM MA

Public Marketing: Firm will submit the Property to listing services and market the Property to the general public. Seller authorizes Firm to provide any information a listing service may request to the listing service. Seller in particular authorizes:

- [] "Coming Soon" Advertising. Firm will advertise the Property as "coming soon" in accordance with any rules applicable to such marketing. The status of the Property will change to "active" on ...
[] Signs. Firm will place yard signs and other signage on or near the Property and remove them when the Services are complete.
[] Open Houses. Firm will conduct open houses and coordinate dates and times with Seller.
[] General Advertising. Unless otherwise agreed herein, Firm will advertise the Property on the internet and in other media as Firm, in its sole discretion and expertise, will direct. Seller gives Firm authorization to use, license, or sell information about the Property to others in order to provide the Services. Seller understands that the Property's address will be visible to the public, and that Firm may not be able to limit automated valuations, distribution, or commentary concerning the Property.

Office Exclusive: Firm will only market the Property to buyer prospects who are clients of Firm. Seller authorizes Firm to notify any listing service of this office exclusive designation, provided that the Property will not be advertised in the listing service. Seller agrees to sign any document required by the listing service to permit the Property to be marketed as office exclusive.

b. Lock Boxes: Seller [] does [X] does not agree to allow Firm to place a lock box on the Property for keys.



NC REALTORS

Seller initials AGM MA

Agent initials



- c. **Marketing Risks:** While marketing is a critical element to allowing Firm provide the Services, it does have some risks, which include, but are not limited to: unauthorized use of keys; inability to control visitors to the Property, including the taking of photos or video; and incorrect information about the Property being published or information about the Property being misused by others. Seller understands that Firm cannot control these and other risks, and that Firm may not have control of information that may be published about the Property. Such information will therefore not be removed. Seller agrees to secure all valuables, medications, and other personal property during the term of this Agreement, and to release and discharge Firm from any liability not caused by Firm's gross negligence arising out of marketing the Property.
- d. **Surveillance Devices:** Seller agrees to disable any and all audio devices whenever the Property is being shown, during inspections, and any other time Firm directs. See section 15 below for more information.

6. **Fees and Costs for the Services:**

a. **Negotiable Fee:** SELLER UNDERSTANDS THAT THE AMOUNT, FORMAT, OR RATE OF REAL ESTATE COMPENSATION IS NOT FIXED BY LAW BUT IS SET BY EACH BROKER OR FIRM INDIVIDUALLY AND IS FULLY NEGOTIABLE.

b. **"Firm's Fee":** Seller agrees to pay Firm as follows for the Services (check all that apply):

A non-refundable retainer of \$ _____ which will be credited toward Firm's Fee at closing

10.00 % of the Property's gross sales price

A flat fee of \$ _____

Other Fee(s) (specify name and amount): _____

Firm's Fee schedule attached

c. **Cooperative Compensation to Other Agents:** Seller has no duty to offer compensation to an agent working with a buyer, which is commonly referred to as cooperative compensation. Firm has provided Seller with Firm's best advice on the advantages and disadvantages of offering, or not offering, cooperative compensation. Seller accordingly does does not agree to offer cooperative compensation. If Seller *does* agree, check one of the following:

Firm is authorized to offer **5.000** % of the Property's gross sales price or a flat amount of \$ _____ to a cooperating agent, such as a seller subagent or a buyer's agent. This will not be deducted from Firm's Fee. See 6(c)(i) below.

Seller may offer _____ % of the Property's gross sales price or a flat amount of \$ _____ to a cooperating agent, such as a seller subagent or a buyer's agent, directly through a separate document (such as Standard Form 220).

Firm will offer cooperative compensation as explained in Firm's attached policy.

i. If Seller authorizes Firm to offer cooperative compensation, Seller agrees that: (a) Firm may advertise and negotiate cooperative compensation on Seller's behalf; (b) any negotiated cooperative compensation must be paid by Seller to Firm at closing in addition to Firm's Fee; and (c) the negotiated cooperative compensation will be disbursed to the cooperating agent by Firm.

ii. If Seller offers cooperative compensation directly, Seller authorizes Firm to advertise the cooperative compensation. Seller agrees to pay cooperative compensation at closing in compliance with any executed cooperative compensation agreement (such as Standard Form 220).

iii. Nothing in this section will prohibit Seller from later offering to pay buyer's expenses in a purchase contract or later offering cooperative compensation directly to a cooperating agent in a separate document

d. **Total Cost (optional):** _____

e. **Firm's Fee Earned:** Except for any non-refundable retainer, Firm's Fee will be earned:

i. If a ready, able, and willing buyer is procured by Firm or a cooperating agent substantially satisfying the price and terms agreed to by Seller in this Agreement.

ii. Seller enters into a written contract ("Contract") during the term of this Agreement to sell, option, or convey the Property to a buyer.

iii. **Protection Period:** The fee will also be deemed earned if, within _____ days after this Agreement expires, Seller either directly or indirectly agrees to sell, option, or convey the Property to any party procured by Firm while this Agreement was in effect. Within 15 days after the Expiration Date, Firm will deliver to Seller a list of the names of parties procured by Firm to which this protection period will apply. However, if Seller signs a valid listing agreement with another real estate broker before Seller agrees to sell, option, or convey the Property, then this protection period will not apply.

Seller initials  Agent initials  _____

- f. **Due and Payable:** Any Firm's Fee earned will be due and payable to Firm at closing of a Contract, Seller's default on a Contract, Seller's unreasonable modification or cancellation of a Contract, or Seller's default of this Agreement (including Seller's refusal to sign an offer to purchase substantially satisfying the price and terms agreed to by Seller in this Agreement).
- g. **Transfer of Interest in Business Entity:** If Seller is a partnership, corporation, or other business entity, and an interest in the partnership, corporation, or other business entity is transferred, whether by merger, outright purchase, or otherwise in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or other compensation in connection with such sale or transfer, Firm's Fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.

7. **Earnest Money Deposit and Due Diligence Fee:**

- a. Firm does does not have a trust account to hold earnest monies.
- b. If a buyer defaults on a purchase contract, Seller does does not agree to equally split any earnest money forfeited by the buyer, provided that Firm's portion will not exceed the fee agreed to in this Agreement.
- c. Any due diligence fee will be paid to either Seller or (insert other party or parties): _____
_____. Firm agrees to direct any potential buyer accordingly.
- d. Seller authorizes Firm to provide any escrow agent with Seller's mailing address.

8. **Dual Agency:** Dual agency occurs when a real estate firm represents both the seller and the buyer in a transaction. Designated dual agency is a specific type of dual agency where a firm will appoint one agent to represent only the interests of the seller and a different agent to represent only the interests of the buyer. Designated dual agency permits a firm to fully advise and advocate for both a buyer and a seller as if the appointed agents were not both affiliated with the same firm. Not every real estate firm offers dual agency or designated dual agency. Authorizations available below may vary.

- a. **Terms of Dual Agency:** If dual agency is permitted, Seller understands and agrees to the following:
 - i. Firm will act as Seller's exclusive agent up until dual agency occurs. However, in its separate representation of Seller and a buyer, Firm may obtain information which, if disclosed, could harm Seller's bargaining position.
 - ii. Seller will have to make their own decisions as to what terms will be agreed to as part of an offer to purchase unless designated dual agency is directed by Seller below.
 - iii. Unless required by law, Firm will not disclose to a buyer: that Seller may agree to a price or contract terms different than what Seller has offered; Seller's motivation for wanting to sell a property; and any other information that Seller has told Firm is confidential. Firm will similarly not reveal to Seller the same kind of information as it relates to a buyer.
 - iv. Firm will represent Seller and the buyer in a balanced and fair manner, and Firm will assist both parties in their communications regarding the transaction. However, Firm will be limited in its ability to advocate for Seller, like an exclusive agent would, unless designated dual agency is directed below.
 - v. If designated dual agency is directed, an agent in Firm will not be designated to represent Seller or the buyer if that agent has received confidential information concerning the other party.
 - vi. Seller has determined that the advantages of dual agency outweigh the disadvantages.

b. **Authorizations:** Initial only as applicable below.

AGM MA Firm may NOT act as a dual agent in a transaction involving Seller.
 _____ Firm may act as a dual agent in a transaction involving Seller.

If Firm may act as a dual agent, then initial only one line below:

_____ Seller does authorize the same agent to represent both Seller and a buyer in dual agency.

AGM MA Seller does NOT authorize the same agent to represent both Seller and a buyer in dual agency.
 _____ Seller does NOT authorize the same agent to represent both a buyer and Seller in dual agency and directs Firm to practice designated dual agency. If Seller directs Firm to practice designated dual agency, then Firm will practice designated dual agency unless: (i) it is not allowed under North Carolina law; or (ii) Seller authorizes Firm in writing to practice dual agency only.

- c. **Material Facts:** Regardless of whether dual agency is authorized, Firm must disclose any material facts to all parties in a transaction. This duty applies whether Firm is Seller's exclusive agent or a dual agent, including designated dual agency.
- d. **Waiver:** Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses, and liabilities, other than for violations of the NC Real Estate License Law and intentional wrongful acts arising from Firm's role as a dual agent.

Seller initials AGM MA Agent initials _____

9. **Home Warranty:** Seller does does not agree to purchase a home warranty for the Property. If Seller does agree, the vendor, cost, sales tax, and Firm's compensation from vendor, if any, will not exceed: _____
10. **Personal Property:** The following personal property present on the Property on the date of the offer, if any, shall also be transferred to a buyer at no value at closing: n/a
11. **Pre-Marketing Property Inspection:** Seller does does not agree to obtain and pay for a pre-marketing inspection for the Property.
12. **Disclosures and Representations:** Seller agrees to update the following immediately if any changes occur. All disclosures and representations are to the best of Seller's knowledge.
- a. Seller is is not working with a relocation company.
 - b. Seller has has not received sample copies of the purchase contract and professional services disclosure form.
 - c. Seller has has not owned the Property for at least one year.
 - d. Seller does does not own the Property. If Seller does not own the Property, Seller will provide Firm information about Seller's purchase, including a copy of any contract. Seller agrees to promptly update Firm as the purchase progresses.
 - e. Seller affirms that the Property has legal access to a public right of way. If access is by other means, such as a private road or an easement, there is is not an agreement regarding maintenance of the access. Seller will promptly give Firm any documents regarding access, if any.
 - f. The Property does does not have a mobile home on it that will be part of any sale. If a mobile home is on the Property, the VIN, Year, Model, and other information is as follows: _____
 - g. The Property is is not subject to one or more owner's association(s). If the Property is subject to an owner's association:
 Name and contact info of president or manager: The Bluffs on the Cape Fear POA, Gary Lattie
 Website or other information: _____
 Owner's Association Dues or Fees: \$1200/year
 Seller must assist Firm in obtaining owner's association information.
 - h. The Property is is not subject to restrictive covenants, conditions, or restrictions. Seller agrees to provide a copy of the covenants, conditions, or restrictions, if any.
 - i. The Property is is not subject to a known potential or pending dispute, violation, or litigation that involves or affects Seller, the owner's association, or the Property. If the Property is, describe in detail: _____
 - j. Seller is is not a foreign person as defined by the Foreign Investment in Real Property Tax Act. If Seller is not a foreign person as defined by FIRPTA, Seller agrees to provide the closing attorney with a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). Seller acknowledges that there may be withholding as provided by the Internal Revenue Code if Seller does not provide a non-foreign status affidavit.
 - k. *Flood Hazard, Wetlands, and Flood Insurance:*
 - i. The Property is is not located partly or entirely within a designated federal, state, or local flood or hazard area.
 - ii. The Property is is not affected by other water or riparian issues, such as creek buffers or wetlands.
 - iii. Seller does does not have or maintain flood insurance on the Property.
 - l. Seller is is not under bankruptcy protection. If Seller has not filed for bankruptcy as of the effective date of this Agreement, but later decides to file, Seller agrees to notify Firm immediately.
 - m. The Property is is not subject to any special assessment, either approved or under consideration. If the Property is, describe in detail: _____
 - n. The Property is is not subject to a deed of trust, mortgage, HELOC, or equity line of credit (even if \$0). If the Property is, provide lender name, lender contact information, and balance for each one: _____
- _____. Seller also affirms unless specified otherwise in (vi) below:
- i. Seller is current on all payments.
 - ii. Seller is not in default and has not received notice of default or foreclosure.
 - iii. There are no other liens against the property, such as tax, owner's association, or mechanic's liens.
 - iv. There are no judgments against the Property and Seller is not aware of a matter that may cause a judgment.
 - v. There are no UCC fixture filings affecting the Property.

Seller initials   Agent initials _____

vi. Any information regarding the above (i)-(v): _____

- o. The Property is is not subject to a lease. If the Property is, Seller agrees to promptly provide Firm with the lease and the contact information for the property manager, if any.
- p. The Property has has not had an FHA appraisal within the four months prior to the effective date of this Agreement. If the Property has, Seller agrees to promptly provide Firm with the appraisal.
- q. The Property does does not have a fuel tank on it. If the Property does, describe all tank(s) in detail, including whether the tank(s) is in use are owned, leased, above ground, below ground, the type of fuel, auto-refill schedule, and vendor name and contact information: _____
- r. The Property will will not include the following off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit (description): _____
- s. The Property is is not in violation of any law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning). If the Property is, explain details: _____
- t. Other reasons Seller may not be able to sell the Property: n/a
- u. Other Seller Disclosures or Representations: n/a

13. **Seller's Duties:** Seller agrees to fully cooperate with Firm and further provide reasonable access to the Property; provide Firm with information and documents upon request; allow Firm to provide documents to other parties as necessary to facilitate a purchase; deliver a general warranty deed at closing; and comply with any purchase contract.

14. **Surveillance; Photographs; and Video:**

- a. Federal and state laws prohibit the recording of oral communications without consent. However, video surveillance without consent may be permitted. Seller may not intrude on a buyer's reasonable expectation of privacy. Seller should only video spaces in plain view. If Seller were to intrude on a buyer's privacy, then Seller may be subject to liability. Firm may not have control of pictures or videos of a property, and accordingly, such information will not be removed from public display.
- b. Firm is specifically authorized to use, for any purposes whatsoever, any and all photographs, drawings, video, advertising copy or other information obtained by or provided to Firm pursuant to this Agreement (including but not limited to any information concerning the price and terms of the sale of the Property, the description of the Property and the length of time the Property is on the market) ("Materials"), both before and after the sale or, in the event there is not a sale, after this Agreement has expired or terminated. Seller shall not have or acquire any rights to use any of the Materials created by, on behalf of, or at the direction of Firm or an agent of Firm either during or after the Term of this Agreement without Firm's written consent. If Seller provides any Materials to Firm ("Seller Materials"), Seller represents that Seller owns the Seller Materials or otherwise has the legal right to provide the Seller Materials to Firm, and Seller grants to Firm and any listing service in which Firm or its agents participate a nonexclusive, perpetual license to use the Seller Materials, including the rights to display, reproduce, distribute or make derivative works from the Seller Materials. Seller agrees to indemnify and hold Firm and its agents harmless from any and all claims resulting from use of the Seller Materials under the terms of this license.

15. **Other Professional Advice:** Seller is advised to seek other professional advice regarding law, taxes, financing, insurance, surveying, wood destroying insects, structural soundness, engineering, building construction, and other matters related to purchasing real estate. Seller also should consider seeking legal advice regarding this Agreement. Firm may provide recommendations for these other services, but Firm cannot guarantee the quality or level of expertise. Seller agrees to hold Firm harmless regarding Seller's use of other professional services. Seller also agrees to fully indemnify Firm if a claim is brought against Firm stemming from Seller's use of other professionals or Seller's election not to use other professionals.

16. **Inspection Costs:** Unless otherwise agreed, Seller must pay for all inspection costs and other professional services related to selling the Property. This duty to pay will apply regardless of whether Seller closes on a property.

17. **Confidentiality:** Firm will not disclose the price or other terms of an offer by any buyer to a competing party without the express consent of that buyer. However, Seller may elect not to treat a buyer's offer as confidential. Seller may also elect not to disclose other offers and instruct Firm to keep that information confidential.

Seller initials   Agent initials _____

18. **WIRE FRAUD WARNING:** Before sending any wire, Seller should verify the recipient's phone number independently, and call the recipient to verify the wiring instructions. If Seller receives wiring instructions for a different bank, branch location, or account name or number, they should be presumed fraudulent. If fraud is at all suspected, do not send any funds, contact the recipient immediately, and presume that any phone number received in an email from the closing attorney, Firm, another real estate agent, or anyone else is fraudulent. Seller understands that there are risks associated with wire transfers that are not within the reasonable control of Firm. Seller agrees to release and discharge Firm and Firm's agents from all claims not caused by gross negligence relating to a wire transfer associated with the Services.


19. **Additional Terms:** _____
_____. If there is a conflict between the terms in this section and any other part of this Agreement, the terms in this section will control. Firm and Seller may also insert "see attached" and add additional terms with a separate addendum.

20. **Merger; Termination; Modification; Assignment; Enforcement; Attorney's Fees; and Governing Law:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This Agreement may only be terminated or modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. In the event of termination, Firm may require reimbursement of fees, costs, and expenses, in addition to other remedies. If this Subject to statutory limitations, if legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

21. **NONDISCRIMINATION:** FIRM SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

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 TRANSACTION.

Seller: (Name) Alicia Gail Morin (Signature)  (Date) 08/13/2025
Contact: (Phone and Email) _____ amorin@sescolighting.com
Mailing Address: _____

Seller: (Name) Michael Ackerman (Signature)  (Date) 08/13/2025
Contact: (Phone and Email) _____ mbackerman11@yahoo.com
Mailing Address: _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____
By: (Name & Title) _____ (Signature) _____ (Date) _____
Contact: (Phone and Email) _____
Mailing Address: _____

Firm: (Name) The Bluffs on The Cape Fear (License Num.) _____ (Phone) 864-603-0110
By: (Agent Signature) _____ (License Num.) 129744 (Date) _____
Marc Wilson
Office Address: 9613 Hidden Plum Rd., Leland, NC 28451
Agent Contact: (Phone, Fax, and Email) _____ marc@thebluffsnc.com

Seller initials   Agent initials _____

OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

Property: 3632 RIVERGATE WAY, LELAND, NC 28451

Buyer: _____

Seller: Alicia Gail Morin, Michael Ackerman

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

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

[X] Name of Association 1: The Bluffs on the Cape Fear POA 910-691-2904 whose regular assessments ("dues") are \$1,200.00 per year. The name, address and telephone number of the president of the owners' association or the association manager is: Gary Lattie, The Bluffs on the Cape Fear POA 910-691-2904. Owners' association website address, if any: _____

[] Name of Association 2: _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are: _____. Owners' association website address, if any: _____

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- [X] Master Insurance Policy
[X] Real Property Taxes on the Common Areas
[X] Casualty/Liability Insurance on Common Areas
[] Management Fees
[] Exterior Building Maintenance
[X] Exterior Yard/Landscaping Maintenance
[] Trash Removal
[] Pest Treatment/Extermination
[] Legal/Accounting
[X] Recreational Amenities (specify): Clubhouse, beach club, pool, trails, boat launch, tennis, basketball, pickleball, park, playground
[] Other (specify) _____
[] Other (specify) _____

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except: _____



This form jointly approved by: North Carolina Bar Association NC REALTORS®

Buyer initials _____ Seller initials AGM MA



STANDARD FORM 2A12-T Revised 7/2025 © 7/2025

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: _____.

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: _____

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

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.


NC REALTORS® 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: (Name) _____ (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

Seller: (Name) Alicia Gail Morin (Signature)  (Date) 08/13/2025

Seller: (Name) Michael Ackerman (Signature)  (Date) 08/13/2025

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

VACANT LAND DISCLOSURE STATEMENT

Note: Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: 3632 RIVERGATE WAY, LELAND, NC 28451

Buyer:

Seller: Alicia Gail Morin, Michael Ackerman

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property.

A. Physical Aspects
Table with columns: Yes, No, NR
1. Non-dwelling structures on the Property
2. Current or past soil evaluation test
3. Caves, mineshafts, tunnels, fissures or open or abandoned wells
4. Erosion, sliding, soil settlement/expansion, fill or earth movement
5. Communication, power, or utility lines
6. Pipelines (natural gas, petroleum, other)
7. Landfill operations or junk storage
8. Drainage, grade issues, flooding, or conditions conducive to flooding
9. Gravesites, pet cemeteries, or animal burial pits
10. Rivers, lakes, ponds, creeks, streams, dams, or springs
11. Well(s)
12. Septic System(s)



This form approved by: NC REALTORS

Seller Initials

AGM

MA

Buyer Initials



STANDARD FORM 142 Revised 7/2025 © 7/2025

Yes	No	NR
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13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... Yes No NR
 If yes, please describe: _____

B. Legal/Land Use Aspects

- 1. Current or past title insurance policy or title search..... Yes No NR
- 2. Copy of deed(s) for property..... Yes No NR
- 3. Government administered programs or allotments..... Yes No NR
- 4. Rollback or other tax deferral recaptures upon sale..... Yes No NR
- 5. Litigation or estate proceeding affecting ownership or boundaries..... Yes No NR
- 6. Notices from governmental or quasi-governmental authorities related to the property.. Yes No NR
- 7. Private use restrictions or conditions, protective covenants, or HOA..... Yes No NR
 If yes, please describe: **The Bluffs on the Cape Fear POA**
- 8. Recent work by persons entitled to file lien claims..... Yes No NR
 If yes, have all such persons been paid in full Yes No NR
 If not paid in full, provide lien agent name and project number: _____
- 9. Jurisdictional government land use authority:
 County: **Brunswick** City: **Leland**
- 10. Current zoning: **R75**
- 11. Fees or leases for use of any system or item on property Yes No NR
- 12. Location within a government designated disaster evacuation zone (e.g., hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... Yes No NR
- 13. Access (legal and physical) other than by direct frontage on a public road
 Access via easement..... Yes No NR
 Access via private road Yes No NR
 If yes, is there a private road maintenance agreement? yes no
- 14. Solar panel(s), windmill(s), cell tower(s)..... Yes No NR
 If yes, please describe: _____

C. Survey/Boundary Aspects

- 1. Current or past survey/plat or topographic drawing available..... Yes No NR
- 2. Approximate acreage: **0.2**
- 3. Wooded Acreage _____; Cleared Acreage _____
- 4. Encroachments..... Yes No NR
- 5. Public or private use paths or roadways rights of way/easement(s)..... Yes No NR
 Financial or maintenance obligations related to same Yes No NR
- 6. Communication, power, or other utility rights of way/easements Yes No NR
- 7. Railroad or other transportation rights of way/easements..... Yes No NR
- 8. Conservation easement Yes No NR
- 9. Property Setbacks..... Yes No NR
 If yes, describe: **front 15', side 5' and 15', rear 25'**
- 10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... Yes No NR
- 11. Septic Easements and Repair Fields Yes No NR
- 12. Any Proposed Easements Affecting Property..... Yes No NR
- 13. Beach Access Easement, Boat Access Easement, Docking Permitted..... Yes No NR
 If yes, please describe: _____

Seller Initials AGM Buyer Initials MA

D. Agricultural, Timber, Mineral Aspects

Yes	No	NR
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- 1. Agricultural Status (e.g., forestry deferral) Yes No NR
- 2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.)..... Yes No NR
If yes, describe in detail: _____
- 3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.) Yes No NR
If yes, describe in detail: _____
- 4. Farming on Property: owner or tenant Yes No NR
- 5. Presence of vegetative disease or insect infestation..... Yes No NR
- 6. Timber cruises or other timber related reports..... Yes No NR
- 7. Timber harvest within past 25 years Yes No NR
If yes, monitored by Registered Forester? Yes No NR
If replanted, what species: _____ Yes No NR
Years planted: _____
- 8. Harvest impact (other than timber) Yes No NR
If yes, describe in detail: _____

E. Environmental Aspects

- 1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)..... Yes No NR
- 2. Underground or above ground storage tanks Yes No NR
If yes, describe in detail: _____
- 3. Abandoned or junk motor vehicles or equipment of any kind..... Yes No NR
- 4. Past illegal uses of property (e.g., methamphetamine manufacture or use)..... Yes No NR
- 5. Federal or State listed or protected species present..... Yes No NR
If yes, describe plants and/or animals: _____
- 6. Government sponsored clean-up of the property Yes No NR
- 7. Groundwater, surface water, or well water contamination Current Previous ... Yes No NR
- 8. Previous commercial or industrial uses..... Yes No NR
- 9. Wetlands, streams, or other water features Yes No NR
Permits or certifications related to Wetlands Yes No NR
Conservation/stream restoration..... Yes No NR
- 10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.) Yes No NR
If yes, describe in detail: _____
- 11. The use or presence on the property, either stored or buried, above or below ground, of:
 - i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material Yes No NR
If yes, describe in detail: _____
 - ii. Other fuel/chemical..... Yes No NR
 - iii. Paint Lead based paint Other paint/solvents Yes No NR
 - iv. Agricultural chemical storage Yes No NR

F. Utilities

Check all currently available on the Property and indicate the provider.

- Water (describe): **Brunswick County**
- Sewer (describe): **Brunswick County**
- Gas (describe): **Piedmont Natural Gas**
- Electricity (describe): **Duke Progress Energy**
- Cable (describe): **ATT**








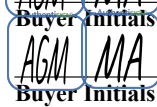
STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
- A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
- You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/ or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/ or oil and gas rights from the owner or by reservation of the mineral rights and/ or oil and gas rights by the owner. If mineral rights and/ or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
 <p>1. Mineral rights were severed from the property by a previous owner.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 <p>2. Seller has severed the mineral rights from the property.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
 <p>3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
 <p>4. Oil and gas rights were severed from the property by a previous owner.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 <p>5. Seller has severed the oil and gas rights from the property.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
 <p>6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: **3632 RIVERGATE WAY, LELAND, NC 28451**

Owner's Name(s): **Alicia Gail Morin, Michael Ackerman**

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature:  **Alicia Gail Morin** Date 08/13/2025

Owner Signature:  **Michael Ackerman** Date 08/13/2025

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: _____ Date _____

Purchaser Signature: _____ Date _____