

**EXHIBIT A TO OFFER TO PURCHASE AND CONTRACT BETWEEN \_\_\_\_\_ AS BUYER AND  
MICHAEL R. ISENBERG, COMMISSIONER, AS SELLER**

1. Buyer acknowledges that Seller is not the owner of the Property but is the Commissioner appointed by the Court with legal authority to sell the Property pursuant to Amended Order for Sale of Real Property entered by the Brunswick County Clerk of Court in File 24SP000173-090. In the event of any inconsistency or conflict between the provisions of this addendum and the provisions of the Offer to Purchase and Contract, the terms of this Addendum shall prevail and control. In addition, in the event of any inconsistency or conflict between the provisions of this Addendum and the Offer to Purchase and Contract with the Order appointing the Commissioner and the N. C. General Statutes, the Order and N.C. General Statutes shall prevail and control.
2. The parties acknowledge that Commissioner has not inspected the property and has no direct personal knowledge concerning the condition of the Property or the status of title and that Michael R. Isenberg makes no representations or warranties individually or as Commissioner related to the Property. Buyer acknowledges that it is his responsibility to investigate and examine the Property during the due diligence period.
3. The Property is being sold and purchased in an "as-is" condition without Seller's warranty or guarantee and without any representations by, or recourse to Seller. Seller makes no representations or warranties with respect to the Property, including, but not limited to, mold, other environmental conditions, zoning, liens, fitness for any particular purpose, or other adverse conditions that may materially affect the value of the Property.
4. Following the expiration of the Due Diligence Period (or sooner upon authorization by Buyer), Seller shall file a Report of Sale with the Brunswick County Clerk of Court and the sale shall be subject to a ten-day upset bid period. Following the upset bid period, the Commissioner shall file a request to confirm the sale with the Clerk of Court and the Clerk of Court may confirm the sale. In the event that a valid upset bid is filed, or in the event that the Court does not confirm the sale, Buyer's escrow deposit and due diligence fee shall be returned and this shall be Buyer's sole remedy.
5. The closing of this sale is subject to and contingent upon the Clerk of Court confirming the sale following the 10- day upset bid period. Furthermore, it is acknowledged that the parties to the action (File 24SP000173-090) have 15 days from the date that the order of confirmation is entered to petition for revocation of the order of confirmation.
6. The closing of this sale is also contingent upon the holder of the deed of trust recorded in Book 4769 at Page 1001 of the Brunswick County Registry accepting the net proceeds from this sale in satisfaction or release of said deed of trust. In the event that the holder will not accept said net proceeds, Buyer's escrow deposit and due diligence fee shall both be returned to Buyer and this shall be Buyer's sole remedy.
7. Closing shall occur within 30 days from the entry and filing of the Order of Confirmation in Brunswick County File 24SP000173-090.

Buyer initials \_\_\_\_\_ Seller initials \_\_\_\_\_