

AGREEMENT TO AMEND CONTRACT

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

\_\_\_\_\_, as Buyer, and \_\_\_\_\_, as Seller, have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract – Vacant Lot/Land (form 12-T) (“Contract”) regarding the purchase and sale of the following property (insert property address): \_\_\_\_\_ (“Property”).

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 to: \$ \_\_\_\_\_
☐ (Additional) Earnest Money. The (Additional) Earnest Money Deposit is hereby changed 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: \_\_\_\_\_
☐ Building Deposit. The Building Deposit is hereby changed to: \$ \_\_\_\_\_
☐ Due Diligence Fee. The Due Diligence Fee paid to Seller is hereby changed to: \$ \_\_\_\_\_
☐ Due Diligence Period. The expiration date of the Due Diligence Period is hereby changed to \_\_\_\_\_ at 5:00 p.m., TIME BEING OF THE ESSENCE.

☐ Escrow Agent. The Escrow Agent is hereby changed to: \_\_\_\_\_

NOTE: Use the ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT

- ☐ Settlement Date. The Settlement Date is hereby changed to: \_\_\_\_\_
☐(check only if the following also will apply) Notwithstanding anything to the contrary in the Delay in Settlement/Closing paragraph in the Contract, if a Delaying Party fails to complete Settlement and Closing within four (4) days following the Settlement Date above, the Delaying Party shall be in breach and the Non-Delaying Party may terminate the Contract in accordance with the Delay in Settlement/Closing paragraph.

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

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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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



FORM 4-T
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Buyer initials \_\_\_\_\_ Seller initials \_\_\_\_\_