

6. Agreement not to terminate Contract.

IF ALTERNATIVE 1 OF PARAGRAPH 13 OF THE CONTRACT IS IN EFFECT: In consideration for Seller's agreement to make the Repairs, Buyer agrees to otherwise accept the Property in its current condition and without regard to the estimated cost of any repairs and/or radon remediation, provided that the Repairs are made as agreed. This agreement is subject to buyer's rights under paragraph 4 above as well as any rights Buyer may have under paragraph 5(c) of the Contract.

IF ALTERNATIVE 2 OF PARAGRAPH 13 OF THE CONTRACT IS IN EFFECT: In consideration for Seller's agreement to make the Repairs, Buyer agrees not to terminate the contract under subsection (a) of Alternative 2. This agreement is subject to any rights Buyer may have under paragraph 5(c) of the Contract.

7. Effective Date; Entire Agreement. This Agreement shall become effective on the date it has been signed by both parties. Prior to the effective date, a party's signature hereunder shall not constitute a waiver of any right or option that such party may have under paragraph 13 of the Contract. This Agreement contains the entire agreement of the parties regarding Repairs and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

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 _____ Buyer: _____ Date _____
Seller: _____ Date _____ Seller: _____ Date _____

SAMPLE