

ADDENDUM TO RESIDENTIAL SALE AND PURCHASE CONTRACT

This Addendum to Residential Sale and Purchase Contract (this "Addendum") is made between Members Trust Company, Trustee of the James Russell Matternes Irrevocable Trust ("Seller") ("Buyer") as of this day of , 2022.

RECITALS:

A. Seller and Buyer are simultaneously herewith entering into that certain Residential Sale and Purchase Contract of even date herewith (the "Contract") with respect to certain real property located in Winston-Salem, North Carolina as more particularly described in the Contract.

B. The parties desire to amend the Contract in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. This Addendum shall be deemed part of, but shall take precedence over and supercede any provisions to the contrary contained in the Contract or any other addendum and/or amendments thereto.

2. All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Contract unless otherwise provided herein.

3. Notwithstanding anything to the contrary herein or in the Contract, Buyer hereby acknowledges and agrees that Members Trust Company, FSB (the "Company"), is executing the Contract and this Addendum solely in its capacity as administrator of the James Russell Matternes Irrevocable Trust (the "Trust"), not in its capacity as a corporate entity or any other capacity.

4. Notwithstanding anything to the contrary herein or in the Contract, Seller's obligations and liability under, in connection with, or relating to the Contract and/or the Property (as defined in the Contract) shall be limited solely to the assets of the Trust, and neither the Company nor any of its officers, directors, shareholders, partners, members or employees shall have any liability, including, but not limited to, liability for actual, incidental, indirect, consequential, special, punitive or exemplary damages, under, in connection with, or relating to the Contract and/or the Property.

5. The Contract, including this Addendum, may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party shall have the same force and effect as if such party had signed all other counterparts.

6. The Contract, including this Addendum, may be transmitted between the parties by facsimile machine. The parties intend that facsimile signatures constitute original signatures and be binding on the parties.

7. Except as specifically modified hereby, all of the provisions of the Contract which are not in conflict with the terms of this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

SELLER:

Members Trust Company, Trustee of the James Russell Mattemes Irrevocable Trust

by: 
Trust Officer

BUYER:

**ADDENDUM TO SELLER'S DISCLOSURE
OF "AS-IS" CONDITION**

Seller's Disclosure

(1) As a material part of the consideration for this Agreement, Buyer agrees that Buyer, to the maximum extent permitted by law, is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Seller that the Property is fit for a particular purpose. Buyer acknowledges that Buyer is not relying upon any representation, statement, or other assertion with respect to the Property condition, but is relying upon its examination of the property and not on any information provided or to be provided by seller and at the closing agrees to accept the property and waive all objections or claims against seller (including, but not limited to, any right or claim of contribution) arising from or related to the property or to the presence of any hazardous materials in, on, or under the property. Buyer further acknowledges and agrees that any information provided or to be provided by seller or seller's agent with respect to the property was obtained from a variety of sources and that seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, or other person.

(2) Buyer takes the Property under the express understanding there are no past, present, or future oral or written express or implied warranties (except for limited warranties of title set forth in the closing documents), promises, covenants, agreements or guaranties of any kind or character whatsoever, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology thereof, (b) the income to be derived from the property or the tax consequences of owning same, (c) the suitability of the property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, or profitability of the property, (f) the manner or quality of the construction or materials, if any, incorporated into the property, (g) the quality, state of repair or lack of repair of the property, or (h) any other matter with respect to the property. Specifically, seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use, zoning or development of regional impact laws, rules, regulations, orders or requirements, including the existence in, on, or under the property of hazardous materials, pollutants, or toxic substances.

(3) To the extent that the sale of the property includes the sale of any incidental or related personal property, seller also disclaims any and all warranties or representations, express or implied, concerning the condition thereof including, but not limited to all warranties of merchantability or fitness for a particular purpose. Upon closing, buyer shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by buyer's inspections and investigations.

(4) Provisions of this Addendum shall survive the Closing.

(5) Where there is a conflict of terms, this Addendum shall control. Except as specifically modified hereby, all of the provisions of the Contract which are not in conflict with the terms of this Addendum shall remain in full force and effect.

(6) If any provision of this Agreement is declared by a court of competent jurisdiction or

federal or state statute to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

(7) The Contract, including this Addendum, may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single agreement and the execution of one counterpart by any party shall have the same force and effect as if such party had signed all other counterparts.

(8) The Contract, including this Addendum, may be transmitted between the parties by facsimile machine. The parties intend that facsimile signatures constitute original signatures and be binding on the parties.

Buyer's Acknowledgment (initial)

Buyer Initials: _____

Buyer has reviewed this **ADDENDUM TO SELLER'S DISCLOSURE STATEMENT** and the **SELLER'S DISCLOSURE STATEMENT** and understands and agrees to the information presented above.

BUYER:

Date

SELLER:

4-29-2022
Date

*MEMBERS TRUST COMPANY, TRUSTEE OF THE JAMES
RUSSELL MATTERNES IRREVOCABLE TRUST*
BY: Shelley Reed, TRUST OFFICER
**Members Trust Company, Trustee of the James Russell
Matternes Irrevocable Trust**