

Georgia Offer Checklist

We appreciate your client's interest in an Opendoor home. We're committed to providing you with an exceptional, straightforward experience.

How to submit an offer:

☐ Submit your offer at opendoor.com/makeoffer

- Please use the most current Purchase and Sale Agreement form.
- To ensure all interested buyers have a fair opportunity, the seller responds next-day to offers received before 8pm and day-after-next to offers received after 8pm.
- PDF is easiest to review and helps ensure an on-time response.
- Please note the seller's suggested title company, which can help ensure a smooth close.

☐ Include buyer-executed Opendoor addendum

- Among other things, this ensures that expirations occur on a weekday, and addresses Opendoor's security system.

☐ Include buyer-executed Affiliated Business Disclosure

- Opendoor provides a disclosure about its affiliated businesses. Your client is never required to use the services of these affiliates. We encourage them to shop around for services that best fit their needs.
- The seller is unable to accept offers without a buyer-executed Affiliated Business Arrangement Disclosure.

☐ Include buyer's pre-qualification letter

- Please ensure the letter reflects credit and income verification, and notes any conditions.
- Cash buyers should instead submit proof of funds; a bank account screenshot is fine.

☐ Other applicable addenda or documentation

- If the home was built before 1978, we will provide a Lead Based Paint Addendum – please include a fully executed copy in this case.
- If the offer is contingent upon the sale of a home that is in-contract, provide that contract and the status of the sale as well as the required Sale or Lease of Buyer's Property Contingency Exhibit.
- The seller is unable to accept offers contingent upon the sale of a not-yet-in-contract home. However, Opendoor makes cash offers on eligible homes! Let us know if you and your buyer would like an Opendoor offer on their current home.

SELLER'S DISCLOSURE

Download the Seller's Disclosure directly from the MLS listing or request one from homes@opendoor.com and receive ASAP—usually within 24 hours.

REPAIRS

Like a traditional seller, Opendoor will consider repair requests during the due diligence period of a contract.

OFFER CONSIDERATION

Information included in offers that is of a personal nature will not be considered by Opendoor. For example, please do not include in an offer any cover letters, personal notes, informational narratives, documents, pictures, notes, videos or anything else intended to give Opendoor an idea of the buyer's personal background or their motivation for making an offer. This list is not exhaustive, but intended to give an example of the types of documents and media that will not be considered by Opendoor.

ABOUT OPENDOOR BROKERAGE LLC

Opendoor Brokerage LLC is the brokerage that represents the seller in this transaction, similar to a homebuilder with a brokerage that lists their homes. Opendoor Brokerage LLC and Opendoor are separate but affiliated entities.

Opendoor Addendum

This **ADDENDUM** ("Addendum") modifies the **PURCHASE AND SALE CONTRACT** (the "Contract") dated _____ between Seller and Buyer (collectively, the "Parties") with respect to the real property commonly known as 5368 Astoria Park Dr NW, Acworth, GA 30101 (hereinafter, "Property"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Contract. In the event of any conflict with the terms in the Contract, the terms of this Addendum shall control to the full extent permitted by law.

1. REPRESENTATION

Seller is represented by Opendoor Brokerage LLC ("Opendoor Brokerage"), a subsidiary of Opendoor Labs Inc. and an affiliate of Seller, in this transaction. Buyer understands and agrees that Opendoor Brokerage has NO BROKERAGE RELATIONSHIP with the Buyer.

Some of the employees of Seller or its affiliates, including Seller's authorized signer, may be licensed real estate agents, brokers, or salespeople in the State where the Property is located.

If Buyer changes representation after the execution of this Addendum, it may impact the promotions for which Buyer is eligible. Promotion terms and conditions are located at opendoor.com/terms.

2. SECURITY SYSTEM AND LOCK

The Parties agree that the security system and electronic door lock do not convey. The electronic lock will be replaced with a standard door lock before close.

3. AFFILIATED BUSINESS DISCLOSURE

Buyer agrees to review and sign the Affiliated Business Arrangement Disclosure provided by Seller.

4. EXPIRATIONS

For any expiration date or deadline in the Contract that ends on a Saturday, Sunday, or state or national holiday, the date will be automatically extended to 5:00 p.m. the next business day.

5. EXTENSIONS

The Parties agree that time is of the essence and expressly waive any provisions in the Contract that grant either party the right to unilaterally change any previously agreed upon date. All extensions shall be by mutual written agreement between the Parties.

6. ASSIGNABILITY

The Contract may not be assigned by Buyer unless (a) the transfer of Buyer's interest in the Contract is to an entity in which Buyer holds a legal interest, such as a partnership, trust, limited liability company, or corporation or (b) Seller provides prior written consent. Any such assignment will not release Buyer of its obligations to Seller.

7. BREACH AND REMEDY

If Buyer is in breach of the Contract, Seller's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

If Seller is in breach of the Contract, Buyer's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.



8. DISBURSEMENTS

The Parties agree to release Escrow Agent from any and all claims related to disbursements authorized by the foregoing sections of this Addendum.

Megan Meyer 03/07/2024
Seller Signature Date
authorized signer on behalf of Opendoor Property Trust I

Buyer Signature Date

Buyer Signature Date



Opendoor

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:
From: Opendoor Labs Inc. and its affiliates identified below
Property: 5368 Astoria Park Dr NW, Acworth, GA 30101
Date:

This is to give you notice that Opendoor Labs Inc. (“Opendoor”) has a business relationship with (i) Opendoor Brokerage LLC, Opendoor Brokerage Inc., Open Exchange Brokerage LLC, Open Exchange Brokerage Inc., OD Homes Brokerage Inc., and Tremont Realty LLC d/b/a Opendoor Connect (collectively, the “Opendoor Brokerages”); (ii) OS National LLC, OS National Alabama LLC, OSN Texas LLC, and OSN Escrow Inc. (collectively, the “OSN Entities”); (iii) Doma Holdings, Inc. (together with its subsidiaries, “Doma”); (iv) Title Resources Guaranty Company; and (v) Roam Home, Inc. (“Roam” and collectively with the Opendoor Brokerages, OSN Entities, Doma, and Title Resources Guaranty Company, the “Affiliates”). Specifically, Opendoor is the ultimate owner of the Opendoor Brokerages and the OSN Entities, and indirectly partly owns Title Resources Guaranty Company. Additionally, (a) one member of Opendoor Technologies Inc.’s (Opendoor’s parent company) board of directors is also a member of Lennar Corporation’s board of directors, and Lennar Corporation has an indirect ownership interest in Doma, and (b) one member of Opendoor Technologies Inc.’s board of directors is also a board observer of Roam. Because of these relationships, this referral may provide Opendoor and/or its Affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the Affiliates as a condition for the purchase, sale, or refinance of the subject property. The services of one or more of the Affiliates may not be available in the location of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<i>Provider and Settlement Service</i>	<i>Charge or Range of Charges</i>
Opendoor Brokerages: Residential real estate brokerage services Real Estate Commission	 0 - 6% of purchase price
OSN Entities: Title insurance for owner’s and/or lender’s coverage; settlement and closing services Owner Title Policy Premium Lender Title Policy Premium Other Endorsements Escrow/Closing Services Loan Closing Services	For a detailed quote for your home, please visit osnational.com/get-a-quote \$0 - \$5,000 \$0 - \$5,000 \$0 - \$1,000 per endorsement \$0 - \$4,000 \$0 - \$350

{continued on next page}

Opendoor

<i>Provider and Settlement Service</i>	<i>Charge or Range of Charges</i>
Doma: Title insurance for owner's and/or lender's coverage; settlement and closing services Owner Title Policy Premium Lender Title Policy Premium Other Endorsements Escrow/Closing Services	 \$0 - \$5,115 \$0 - \$5,000 \$0 - \$500 per endorsement \$0 - \$3,100
Title Resources Guaranty Company: Title insurance coverage Title Policy Premium	 \$0 - \$6,144
Roam: Mortgage assumption and seller financing services Real Estate Commission	 1% of purchase price
This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, government regulation, property location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers.	

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Opendoor and/or its Affiliates are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Printed Name

Printed Name

Signature

Signature

Date

Date

COMMUNITY ASSOCIATION DISCLOSURE

EXHIBIT “ _____ ”



2024 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 5368 Astoria Park Dr NW, Acworth, Georgia 30101 (“Property”).

Directions for Filling Out This Community Association Disclosure (“Disclosure”). Seller must fill out this Disclosure accurately and completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing (see Section B for Seller’s payment obligations related to initial and updated Disclosures). Seller should ensure the disclosures being made are accurate by confirming the same with the Community Association (“Association”) and/or Association Manager(s).

Buyer’s Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community (“Covenants”) to fully understand Buyer’s rights and obligations therein. This Disclosure does not address all issues that may affect Buyer as the owner of a residence in the community. Assessments in community associations tend to increase over time. The Covenants can normally be amended to reflect the changing preferences in the community.

A. KEY TERMS AND CONDITIONS

1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER (Select all that apply. The boxes not selected shall not be a part of this Exhibit)

- | | |
|--|--|
| <input type="checkbox"/> Mandatory Membership Condominium Association | <input type="checkbox"/> Mandatory Membership Age Restricted Community |
| <input checked="" type="checkbox"/> Mandatory Membership Community Association | <input type="checkbox"/> All units are occupied by person 62 or older. |
| <input type="checkbox"/> Mandatory Membership Master Association | <input type="checkbox"/> At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older |
| <input type="checkbox"/> Optional Voluntary Association | <input type="checkbox"/> Voluntary Transitioning to Mandatory (Buyer shall be a <input type="checkbox"/> voluntary or <input type="checkbox"/> mandatory member) |

2. CONTACT INFORMATION FOR ASSOCIATION(S)

a. Name of Association: ASTORIA PARK COMMUNITY ASSOCIATION INC
Contact Person / Title: _____
Association Management Company: Sentry Management, Inc.
Telephone Number: 770-389-6528 Email Address: _____
Mailing Address: _____ Website: _____

b. Name of Master Association: _____
Contact Person / Title: _____
Association Management Company: _____
Telephone Number: _____ Email Address: _____
Mailing Address: _____ Website: _____

3. ANNUAL ASSESSMENTS

The total annual assessments paid to the above Association(s) is \$ 350 per calendar or fiscal year, depending on how it is collected (hereinafter “Year”) and shall be paid in installments as follows: (Select all of that apply. The boxes not selected shall not be a part of this Agreement) Monthly Quarterly Semi-Annually Annually Other: Annual

4. SPECIAL ASSESSMENTS

- a. Buyer’s total portion of all special assessments Under Consideration is \$ _____.
- b. Buyer’s total portion of all approved special assessments is \$ _____.
- c. Approved Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement) Monthly Quarterly Semi-Annually Annually Other: N/A
- d. Notwithstanding the above, if the Buyer’s portion of any and all special assessment(s) that are passed or Under Consideration after the Binding Agreement Date is \$ _____ or more, Buyer shall have the right, but not the obligation to terminate the Agreement upon notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer’s right to terminate shall be deemed waived.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES

To the extent Transfer, Initiation, and Administrative Fees are fully and accurately disclosed by Seller, Buyer shall pay \$ 800 for all Transfer, Initiation, and Administrative Fees.

6. OTHER ASSOCIATION EXPENSES

- a. A fee for _____ is currently \$ _____ per Year and is paid in _____ installments. This fee does not include any Transfer, Initiation, and Administrative Fees.
b. Utility Expenses. Buyer is required to pay for utilities which are billed separately by the Association and are in addition to any other Association assessments. The Association bills separately for: Electric Water/Sewer Natural Gas Cable TV Internet Other: _____

7. ASSESSMENTS PAY FOR FOLLOWING SERVICES, AMENITIES, AND COSTS. The following services, amenities, and costs are included in the Association annual assessment. (Select all which apply. Items not selected in Section 7.a. and/or Section 7.b. shall not be part of this Agreement).

- a. For Property costs include the following: Cable TV, Electricity, Heating, Internet Service, Natural Gas, Water, Hazard Insurance, Flood Insurance, Pest Control, Termite Control, Dwelling Exterior, Yard Maintenance, Other: _____
b. Common Area / Element Maintenance costs include the following: Concierge, Gate Attendant, All Common Area Utilities, All Common Area Maintenance, Internet Service, Pool, Tennis Court, Golf Course, Playground, Exercise Facility, Equestrian Facility, Marina/Boat Storage, Hazard Insurance, Flood Insurance, Pest Control, Termite Control, Dwelling Exterior, Grounds Maintenance, Trash Pick-Up, Road Maintenance, Other: _____

8. LITIGATION. There IS or IS NOT any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved. If there is such threatened or existing litigation, please summarize the same below:

Check if additional pages are attached.

9. VIOLATIONS. Seller HAS or HAS NOT received any notice or lawsuit from the Association(s) referenced herein alleging that Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation or lawsuit, summarize the same below and the steps Seller has taken to cure the violation.

Check if additional pages are attached.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A

1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER

- a. Defined: The primary purpose of a Community Association is to provide for the community, business, and governance aspects of the Association. The Association administers and maintains operation of the community as provided in the deed, Covenants and restrictions, rules and regulations, declaration, and/or other Community Association documents.
b. Examination: Buyer acknowledges that ownership of the Property is subject to declarations, certain restrictions (including the ability to rent the Property), and by-laws, which may include additional costs as a member of a mandatory membership Association. Restrictions are subject to change by actions of the Association.
c. Owner Limitations: If repairs and/or replacement of defects in any common element(s) are the exclusive responsibility of the Association, the owner of the Property is unable to make such replacements and/or repairs.

2. CONTACT INFORMATION FOR ASSOCIATION(S)

- a. Consent of Buyer to Reveal Information to Association(s). Buyer hereby authorizes closing attorney to reveal to the Association from whom the closing attorney is seeking a Closing Letter the Buyer's name and any contact information the closing attorney has on the Buyer such as telephone numbers, e-mail address, etc. The closing attorney may rely on this authorization.

3. ANNUAL ASSESSMENTS

- a. **Disclosure Regarding Fees.** Owners of property in communities where there is a Mandatory Membership Community Association are obligated to pay certain recurring fees, charges, and assessments (collectively "Fee") to the Association. Fees can and do increase over time and, on occasion, there may be the need for a special assessment. The risk of paying increased Fees is assumed by the Buyer in living in a community with a Mandatory Membership Community Association.
- b. **Buyer shall pay** a) any pre-paid regular assessment (excluding Special Assessments) due at Closing for a period of time after Closing; and b) move-in fees, including fees and security deposits to reserve an elevator as these fees are not considered Transfer, Initiation, and Administrative Fees.
- c. **Seller shall pay** a) all Fees owing on the Property which come due before the Closing so that the Property is sold free and clear of liens and monies owed to the Association; b) any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and c) any Fee in excess of the sum disclosed in Section A(3) above for the remainder of the Year in which the Property was contracted to be sold.
- d. **Account Statement or Clearance Letter.** Seller shall pay the cost of any Association account statement or clearance letter ("Closing Letter") including all amounts required by the Association or management company to be pre-paid in order to obtain such Closing Letter. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller.

4. SPECIAL ASSESSMENTS

- a. **Under Consideration:** For all purposes herein, the term "Under Consideration" with reference to a special assessment shall mean that a notice of a meeting at which a special assessment will be voted upon, has been sent to the members of the Association. If a special assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. Seller warrants that Seller has accurately and fully disclosed all special assessment(s) passed or Under Consideration to Buyer. This warranty shall survive the Closing. ALL PARTIES AGREE THAT NEITHER SELLER NOR BROKER SHALL HAVE ANY OBLIGATION TO DISCLOSE ANY POSSIBLE SPECIAL ASSESSMENT IF IT IS NOT YET UNDER CONSIDERATION, AS THAT TERM IS DEFINED HEREIN.
- b. **Liability for Undisclosed Special Assessments:** With respect to special assessment(s) Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the special assessment(s) that was either not disclosed or was not disclosed accurately.
- c. **Seller Pays for Undisclosed Special Assessments:** With respect to special assessments, Under Consideration or approved and accurately disclosed above, if an unpaid special assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. Installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer. Otherwise the special assessment shall be paid by the party owning the Property at the time the special assessment is first due.
- d. **Special Assessments Arising after Binding Agreement Date:** With respect to special assessments that are only Under Consideration after the Binding Agreement Date and are promptly disclosed by Seller to Buyer:
 - i. If the special assessment(s) is adopted and due, in whole or in part, prior to or on Closing, that portion due prior to or on Closing shall be paid by the Seller; and
 - ii. If the special assessment(s) is adopted and due in whole or part subsequent to Closing, that portion due subsequent to Closing shall be paid by Buyer.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES

- a. **Buyer Pays:** Buyer shall pay any initial fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collective, "Transfer, Initiation, and Administrative Fees) to the extent the total amount due is accurately disclosed above. Advance assessments due at Closing for a period of time after Closing, shall not be Transfer, Initiation, and Administrative Fees and shall be paid by Buyer.
- b. **Seller Pays:** Seller shall pay any amount in excess of the sum disclosed in Section A(5), even in the event of any later disclosures made by the Seller of increase in such Transfer, Initiation, and Administrative Fees. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with \$0.00.
- c. **Fees Defined:** All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

1 Buyer's Signature _____

Print or Type Name _____

Date _____

2 Buyer's Signature _____

Print or Type Name _____

Date _____

Additional Signature Page (F267) is attached.

Megan Meyer _____
1 Seller's Signature | authorized signer on behalf of Opendoor Property Trust

Opendoor Property Trust I _____

Print or Type Name _____

03/07/2024 _____

Date _____

2 Seller's Signature _____

Print or Type Name _____

Date _____

Additional Signature Page (F267) is attached.