

AMENDMENT TO FAIRWEATHER CONDOMINIUM

PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO FAIRWEATHER CONDOMINIUM PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "**Amendment**", is made effective and entered into as of the date of last signature below (the "**Effective Date**") by 522 S Harrington LLC, a Delaware limited liability company ("**Seller**") and the buyer(s) identified on the signature page(s) of this Amendment ("**Buyer**"). Buyer and Seller are individually referred to herein as a "party" or, collectively, the "parties."

WHEREAS, Buyer and Seller have entered into that certain Fairweather Condominium Purchase and Sale Agreement, as amended, (the "**Agreement**") to purchase unit 501 (the "**Unit**") located at 523 S. West Street (previously known as 525 S. West Street), Raleigh, Wake County, North Carolina and mutually desire to amend the Agreement as specified in this Amendment.

NOW THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree to amend the Agreement as follows:

1. **Incorporation of Recitals; Conflict of Terms.** The foregoing recitals are incorporated in this Amendment and made a part hereof by this reference to the same extent as if set forth herein in full. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement. All of the terms, covenants, and conditions of the Agreement shall continue in full force and effect, except to the extent that any such terms, covenants, or conditions have been amended hereby or conflict or are inconsistent with the terms of this Amendment, in which event the terms of this Amendment shall in all respects govern and prevail.
2. ☒ (Check if applicable) **Parking Space(s).** Buyer and Seller acknowledge and agree, at Closing, Buyer and Seller, as Declarant under that certain Declaration of Condominium for Fairweather Condominium, as may be amended from time to time (the "**Declaration**") shall enter into a license agreement for Buyer's exclusive use of the parking space(s) designated as parking space(s) 29 (the "**Parking Space**") as shown on those certain condominium plans entitled "Condominium Plat and Plans: The Fairweather Condominium" prepared by Stewart Engineering, Inc. recorded in the Wake County, North Carolina Register of Deeds (the "**Condominium Plans**") for a license fee in the amount indicated below in Section 4 of this Amendment. The license to use the Parking Space may remain associated with the Unit and may transfer to any successor unit owner of the Unit in accordance with the terms of the Declaration.
3. ☒ (Check if applicable) **Storage Unit(s).** Buyer and Seller acknowledge and agree, at Closing, Buyer and Seller, as Declarant under the Declaration, shall enter into a license agreement for Buyer's exclusive use of the storage unit(s) designated as storage unit(s) SI-6 (the "**Storage Unit**") to be constructed and installed in the Condominium in the approximate location shown on Exhibit A attached hereto and incorporated herein by reference for a license fee in the amount indicated below in Section 4 of this Amendment. The license to use the Storage Unit may remain associated with the Unit and may transfer to any successor unit owner of the Unit in accordance with the terms of the Declaration. Once the Storage Unit has been

constructed and installed in the Condominium, Buyer shall cooperate with Seller to amend and record an amendment to the Declaration and/or Condominium Plans in the Wake County, North Carolina Register of Deeds to reflect the location and dimensions of the Storage Units and shall execute such documents as may be necessary in connection with such amendments.

- | | | | |
|----|--|--|-------------------------------|
| 4. | <u>Purchase Price.</u> | The Purchase Price for the Unit shall be as follows: | |
| a. | Base Price pursuant to the Agreement | \$ | <u>994,500</u> |
| b. | Cost of Upgrades as shown on Exhibit B to the Agreement | \$ | <u>0.00</u> |
| c. | Total Purchase Price pursuant to the Agreement | \$ | <u>994,500</u> |
| d. | Cost of Upgrades pursuant to the Buyer's Selections Worksheet | \$ | <u>0.00</u> |
| e. | License Fee for Parking Space(s) | \$ | <u>0.00</u> |
| f. | License Fee for Storage Unit(s) | \$ | <u>0.00</u> |
| g. | Miscellaneous: <u>Washer</u> | \$ | <u>0.00</u> |
| | PURCHASE PRICE | \$ | <u>994,500</u> |
| h. | Initial Deposit pursuant to the Agreement | (\$ | <u> </u>) |
| i. | Construction Commencement Deposit pursuant to the Agreement | (\$ | <u>15,000</u>) |
| | BALANCE OF THE PURCHASE PRICE TO BE PAID AT CLOSING | \$ | <u>979,500</u> |

5. **Additional Terms.** Buyer and Seller agree as follows: _____

6. **Execution.** This Amendment may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of such counterpart by any person or entity shall have the same force and effect as if that person or entity had executed all other counterparts. Any electronic transmittal thereof, including email or facsimile, bearing any person's signature, shall have the same force and effect as would physical delivery to the same recipient of a copy hereof bearing such person's original signature.

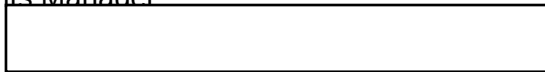
[Signature page follows.]

IN WITNESS WHEREOF, Buyer and Seller have caused this Amendment to be duly signed on the day and year written below.

SELLER:

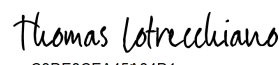
522 S HARRINGTON, LLC,
a Delaware limited liability company

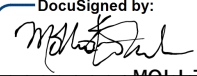
By: 4 Line, LLC,
a North Carolina limited liability company,
its Manager



Name: Lee Norris
Title: Manager
Date: 03/29/2021

BUYER:

DocuSigned by:

By: Thomas Lotrecchiano
Print Name: Thomas Lotrecchiano
Date: 3/31/2021 | 09:34 AM PDT

DocuSigned by:

By: MOLLIE E. LOTRECCHIANO
Print Name: MOLLIE E. LOTRECCHIANO
Date: 3/31/2021 | 10:30 AM PDT

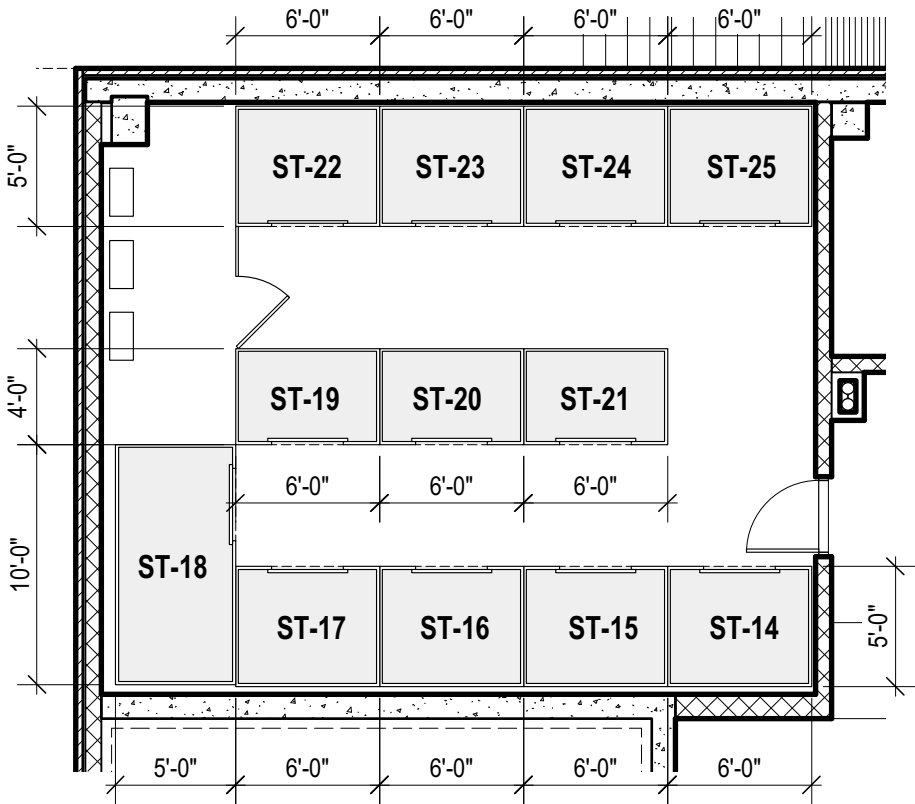
Consented to by:

BUYER'S BROKER:

By: 
Print Name: Mary Bouchard
Date: _____

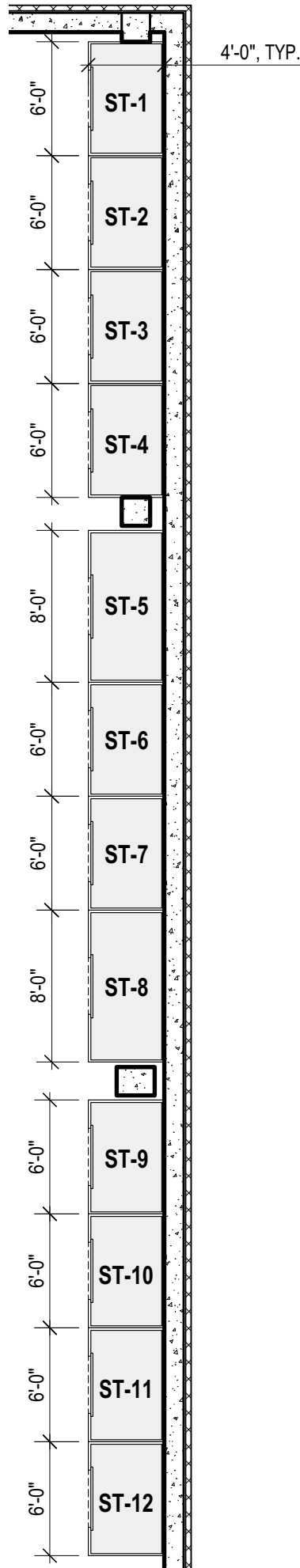
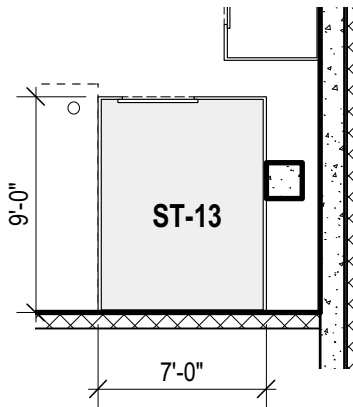
dotloop verified
03/29/21 8:45 PM EDT
CWC2-KVNW-Y9LG-1W7A

Exhibit A
Storage Units



LEVEL P2 STORAGE

LEVEL P1 STORAGE



FAIRWEATHER CONDOS
STORAGE UNIT LAYOUT