

**Exhibit A**

**ADDENDUM TO  
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
by and between  
Abigail M. Jennings and Randolph Lewis, As Buyer  
And Charlotte-Mecklenburg Historic Landmarks Commission, as Seller**

**THIS ADDENDUM** is incorporated herein to the AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (hereinafter "Agreement") attached hereto among the above parties, and these terms are an integral part of said Agreement. However, should the terms contained herein be in conflict with the terms as contained in the Agreement, the terms contained in this Addendum shall control.

**Balance of Funds Owed.** Pursuant to Section 1(d), the balance of the purchase price and other sums due for reimbursement to Seller for costs and repairs shall be paid as follows:

- a. \$60,000.00 at closing in cash, (includes earnest money \$10,000).  
\$420,000.00 financed by Seller at a rate of 4.5%,  
\$2,128.08 per month;  
\$36,447.12 principal over 5 yrs  
\$90,547.92 interest over 5 yrs  
Balloon Payment of \$293,004.96
- b. Pursuant to Section 9(e), paid with balloon payment, reimburse Seller for costs and repairs - \$107,393.00
- c. Total due after 5 years - \$293,004.96 + \$107,393.00 = \$400,397.96

**Due Diligence Period.** Pursuant to Section 1(i), the Due Diligence period shall begin on the effective date of the contract and extend through 5:00 p.m. on June 4, 2019 or the date upon which Buyer receives exact set of plans for intended improvements from Buyer's architect to submit for Certificate of Appropriateness, whichever comes later.

**Settlement Date.** Pursuant to the terms of Section 1(k), the Settlement date shall be the date fourteen (14) days from the date Buyer receives preliminary approval for the exact set of plans for intended improvements.

**Deliveries.** Pursuant to the terms of Section 4, at the time of Seller's execution of this Agreement, Seller has provided the following documentation to Buyer:

- a. Copy of survey in Seller's possession, if any.
- b. Copy of Seller's title insurance policy, if any.
- c. Phase 1 Environmental Assessment, if any.

In addition to the matters referenced in Section 5, Seller shall convey title subject to the matters contained therein and on the survey provided to Buyer.

**Repair/Improvement Negotiations/Agreement.** Pursuant to Section 4(c), Buyer acknowledges that the property is being sold in its current condition. However, Seller acknowledges it has agreed to make repairs to the oil furnace, roof and soffit prior to closing and such repairs shall be subject to reinspection by Buyer, at Buyer's expense, prior to closing.

**Evidence of Title.** Section 5 is amended to add the following provision:

In addition to the matters described above, Buyer specifically acknowledges Seller has disclosed the Property has been designated as a historic property and that, in addition, the Property will be conveyed subject to restrictive covenants ("Historic Restrictions") recorded or to be recorded of record prior to the transfer deed to guarantee its preservation, a copy of which draft restrictions have been provided to Buyer and is attached hereto as Exhibit "B". Due to said designation and the recordation of the Historic Restrictions, any renovations, additions, and/or repairs to the Property must be completed in compliance with these Restrictive Covenants and the regulations regarding historic properties, including the guidelines incorporated in the Secretary of the Interior's Standards for Rehabilitation.

**Sellers Obligations.** Paragraph 8 is amended to include the following:

8(o) **Certificate of Appropriateness:** This Offer to Purchase is contingent upon Buyer obtaining a Certificate of Appropriateness ~~Seller shall provide a Certificate of Appropriateness~~ based on the preliminary approval for the exact submitted set of plans for intended improvements to Buyer at Settlement.

**Earnest Money Disbursement.** Section 10 of the Agreement is deleted and in lieu thereof shall read:

In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, Buyer's remedies shall be limited to (a) the right to sue for specific performance or (b) the return of its Earnest Money and Buyer shall have no additional rights hereunder, either in equity or in law. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited as full liquidated damages and Seller shall have no additional rights hereunder, either in equity or at law, excepted however, are any rights due to Buyer's indemnification obligations contained in Section 6(c) of the Agreement.

**Notices.** Section 12 is amended to also provide that all notices may also be made by using a nationally recognized overnight delivery service, and shall be deemed to have been properly given on the date deposited with a nationally recognized overnight delivery service, such as Federal Express or UPS. Notice may also be given by electronic mail and shall be deemed properly given the date of such electronic mail. In addition, notice as required therein shall also be provided to:

Seller's attorney:

Prosser D. Carnegie  
PO Box 363  
Davidson, NC 28036  
Phone: 704-507-7791  
Email: [sandy.dblaw@gmail.com](mailto:sandy.dblaw@gmail.com)

Buyer's attorney:

Sandra L. Knox  
19410 Jetton Road  
Suite 130  
Cornelius, NC 28031  
Phone: 704-892-1636  
Email: [sandy@sandraknoxlaw.com](mailto:sandy@sandraknoxlaw.com)

**Additional Provisions.** The Agreement is further amended by the addition of the following sections:

**Section 22. Time is of the Essence.** Time is of the essence in the performance of all obligations under this Agreement. Unless business days are specifically referenced, any reference in this Agreement to time periods shall, in the computation thereof, include Saturdays, Sundays, and legal holidays but any time period provided

for in this Agreement which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. on the next full business day.

**Section 23. Conditions Precedent to Closing.** Property shall be construction ready for the pre-approved plans by CMHLC at the time of closing. To facilitate this condition, Seller gives Buyer permission to do any or all of the following to get to said preconstruction state and/or to allow architect to draft exact plans for intended improvements:

1. Repair plumbing leaks necessary to allow water to be operational;
2. Correct electrical wiring issues, including removal of unneeded wiring and fixtures and rewiring if needed;
3. Exploratory examination of previous construction layers to determine original architectural intent and condition to permit proper planning of restoration and renovation work;
4. Clean and remove as needed mold affected cabinetry and/or sheetrock;
5. Oil furnace, roof and soffit repairs pass reinspection;
6. Electric cable burial facilitated with Buyer;
7. Allow onsite construction dumpster;
8. Correct drainage issues as needed on house and property, including gutter repair and/or gutter removal;
9. Installation of moisture barrier and removal of debris under back porch;
10. Install dehumidifier in basement;
11. Tree maintenance;
12. Removal of cabinets, sheetrock, tile floors, bathroom fixtures and shutters;
13. Buyer may commence restoration on windows and woodwork to the Secretary of the Interior's Standards for Rehabilitation;
14. In the event permits are needed for any of the above work, Seller shall work with Buyer as needed;

15. ~~In the event of an unforeseen need not specified above, Buyer shall request authority of Seller in writing, and Dr. Dan Morrill or his designated representative shall have the authority to grant such authority. Seller shall endeavor to grant Buyer such authority in a timely manner.~~

Section 24. Buyer shall assume the expense of the monthly utilities for the property 30 days from the effective date of the Contract. In the event the Contract is cancelled, Buyer is authorized to cancel said utilities effective 48 hours after the cancellation of the Contract.

Section 25. Seller grants Buyer and Buyers agents, contractors and employees, permission to be on property after the effective date of the Contract.

Section 26. Seller agrees to assist in the ~~facilitate~~ National Registry process with it being understood that the Seller cannot guarantee the designation.

Section 27. Seller acknowledges that Buyer Abigail M. Jennings is a licensed North Carolina real estate broker.