

Amendment Number One

This Amendment shall amend Contract #**Doc1539254856** for **Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties**, which included an **Amended Best and Final Offer**, (“Agreement”) by and between the State of North Carolina, Department of Commerce (hereinafter referred to as “the State”) and **Nexlegacy LLC** (“Vendor”) effective on or about July 30, 2025. Except as expressly provided in this Amendment, all terms and conditions of the original Agreement shall remain in force and effect. This Amendment, the Agreement, including Requests for Proposal, Responses, BAFOs and all of its exhibits, constitute the entire agreement between the parties. The Agreement is hereby amended as follows, to become effective upon signature of all parties.

I. The Agreement is amended to include the following terms and conditions:

**A. Temporary Relocation Costs.** Subject to the terms and conditions set forth herein, the State shall reimburse Vendor for providing temporary relocation services to a homeowner identified by the State as being eligible for such services, which may include temporary accommodations at a lodging establishment permitted pursuant to Section .1800 of 15A NCAC 18A, short-term rental, and/or long-term rental and/or storage of personal property for the homeowner and his/her household (“Temporary Relocation Costs”). To be eligible for reimbursement by the State, the Temporary Relocation Costs must be included in the project’s assignment/scope of work documentation, necessary, as determined by the State in its sole discretion, and directly attributable to a project assigned to the Vendor.

Maximum Time Limit. Vendors shall be reimbursed based on the number of days the homeowner/household is displaced due to construction activities, which may include a move-out and move-in period of up to twenty-one (21) total days. In no event shall Vendor be reimbursed for costs related or due to construction activities that exceed the approved construction timeline, as set forth in paragraph 5.7 of the Agreement [Liquidated Damages], plus twenty-one (21) days.

Maximum Reimbursement Limit. For projects that the State identifies as being eligible for such service(s), Vendor shall be reimbursed for actual costs incurred plus ten percent (10%) or at the following daily/monthly rate, as applicable, which includes overhead and profit, whichever is less:

For Temporary Accommodations:

Household of 4 or fewer people	\$103.51 per night, plus applicable taxes
Household of 5-8 people	\$207.02 per night, plus applicable taxes
Household of 9 or more	\$310.53 per night, plus applicable taxes

For Storage of Personal Property (including storage pod(s) or other storage units):

Household of 4 or fewer people	\$239.00 per month or any part thereof, plus applicable taxes or fees
Household of 5-8 people	\$478.00 per month or any part thereof, plus applicable taxes or fees

Household of 9 or more	\$717.00 per month or any part thereof, plus applicable taxes or fees
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Vendor shall be responsible for any costs or expenses that exceed the maximum reimbursement limit(s) or that are due to construction activities that exceed the approved construction timeline. Under no circumstances shall the Vendor seek reimbursement from the State for losses, damages, or liabilities arising from the Vendor's provision of temporary relocation services, except as expressly contemplated herein.

ACCEPTED AND AGREED TO:

**Nexlegacy LLC**



By: Kendrick Whittington

Title: Owner

Date: 3/30/2026

**North Carolina Department of Commerce**



Laurence E. Lilley III, Secretary