

AMENDMENT NUMBER THREE (3)

This Amendment by and between the State of North Carolina, Department of Commerce (hereinafter referred to as "the State"), and **Surge Resources, LLC** (hereinafter referred to as "Vendor") shall amend Contract # **Doc1690846196** for **Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties** effective on or about December 3, 2025 ("Agreement"). Except as expressly provided in this Amendment, all terms, conditions, and pricing of the Agreement, including Requests for Proposal, Responses, BAFOs and all of its exhibits, and any prior amendment, shall remain in force and effect. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Agreement is hereby amended to include the following.

- I. **Effective as of the date of the Agreement**, all references in the Agreement to "a two-year warranty", including, but not limited to, Section 4.2 ("a two-year warranty on all materials and workmanship") and Section 5.4 ("a two-year warranty for all work performed"), shall be deleted and replaced with: "a two-year warranty on all materials and workmanship and a ten-year structural warranty".

ACCEPTED AND AGREED TO:

Surge Resources, LLC

By (Signature): 

Name (Typed or Printed): Tim McCoy

Title: Vice President

Date: 08.25.26

North Carolina Department of Commerce

By: 

Name: Laurence E. Lilley, III

Title: Secretary Department of Commerce

Date: 27-Aug-2026