

AMENDMENT NUMBER FOUR (4)

This Amendment by and between the State of North Carolina, Department of Commerce (hereinafter referred to as “the State”), and **Ducky Recovery LLC** (hereinafter referred to as “Vendor”) shall amend Contract # **Doc1539254856** for **Residential Demolition, Reconstruction, Rehabilitation, and Manufactured Housing Unit Replacement for Hurricane Helene impacted Counties** effective on or about July 30, 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 upon signature of both parties to this Amendment, the Agreement is amended to include the following terms and conditions:

Tenant Relocation Costs (URA Costs). Subject to the terms and conditions set forth herein, the State shall reimburse Vendor for providing temporary relocation services to a tenant pursuant to and consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 49 CFR Part 24, Section 104(d) of the Housing and Community Development Act of 1972, as amended, 24 CFR Part 42, and 24 CFR § 570.606, except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development. To be eligible for reimbursement by the State, the tenant relocation/URA services provided must be included in the project’s assignment/scope of work documentation, necessary, reasonable, and required by law, as determined by the State in its sole discretion, and directly attributable to a project assigned to the Vendor. While Vendor shall be obligated to pay/advance costs, as set forth below, for as long as the relocation is reasonably necessary to complete the replacement, rehabilitation or reconstruction project, in no event shall Vendor be reimbursed for any tenant relocation costs that are incurred due to construction activities that exceed the approved construction timeline, as set forth in paragraph 5.7 [Liquidated Damages] plus twenty-one (21) days. Vendor shall coordinate with the State’s implementation vendor, as requested.

- a. Temporary housing costs: Vendor shall pay for a unit identified by the State’s implementation vendor and be reimbursed for actual costs incurred.
- b. Moving expenses: When self-move is appropriate, Vendor shall advance funds to tenant and be reimbursed based on the Fixed Residential Moving Cost Schedule approved by FHWA and published in the Federal Register (“Fixed Moving Costs”). In the event a self-move is impossible or impractical, Vendor shall coordinate and provide moving services to tenant and be reimbursed the appropriate Fixed Moving Costs.
- c. Storage: When necessary, Vendor shall coordinate and pay for a storage unit(s) for tenant’s personal property and be reimbursed for actual costs incurred.
- d. Meals: When possible, the State’s implementation vendor will identify temporary housing with kitchen access. If housing with kitchen access is unavailable or impractical, Vendor shall advance \$343.00 per week for each member of the tenant’s household, on a pro rata basis to be paid weekly or bi-weekly to tenant for meals and be reimbursed at the same rate.

- e. Other relocation costs: Vendor shall be reimbursed for other actual, necessary, reasonable costs when appropriate.

In addition, Vendor shall be paid an administrative fee of Five Hundred Dollars (\$500.00) for each project that includes a tenant relocation service and costs, to be paid as part of Vendor's final payment. Under no circumstances shall the Vendor seek payment or reimbursement from the State for losses, damages, or liabilities arising from the Vendor's provision of tenant relocation costs, except as expressly contemplated herein.

ACCEPTED AND AGREED TO:

Ducky Recovery LLC

By (Signature): 

Name (Typed or Printed): David Cohn

Title: CFO

Date: 9-14-26

North Carolina Department of Commerce

By:  Signed by:
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Name: Laurence E. Lilley, III

Title: Secretary Department of Commerce

Date: 15-Sep-2026