

**NORTH CAROLINA ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This North Carolina Addendum (“Addendum”) is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as Indemnitor (“Agreement”) and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. Collateral security or other indemnity shall be returned to the person whose name appears as Depositor on the Collateral Receipt within 15 days after the final termination of liability on the Bond.

2. If the amount of the Bond is reduced, the collateral security and all obligations under the Agreement and any other indemnity agreements or guarantees shall be reduced to the same extent that the liability under the Bond was reduced, and any excess thereof shall be immediately returned to the person whose name appears as Depositor on the Collateral Receipt.

3. Your obligations and liability under the Agreement shall terminate once you have satisfied all obligations related to the Bond.

4. All statements or descriptions in the Agreement shall be deemed representations and not warranties, and a representation, unless material or fraudulent, will not prevent a recovery on the Bond.

5. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

6. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the State of North Carolina.

Signed, sealed and delivered this _____ **day of** _____, **20** _____

Signature of Indemnitor _____

Printed Name of Indemnitor _____