

Instructions to Bidders, any General and/or Supplemental Conditions of the Contract, original and/or supplemental bid specifications, any contract drawings and/or any approved change orders.

3. **Original Contract Accounting.** Owner represents that, as of the date of this Agreement, the following contract amounts are applicable and that there are no set-offs thereto:

Original Contract Amount (including Dobtol and subcontractors)	\$1,934,186.00
Approved Change Orders	\$79,697.31
Adjusted Contract Amount	\$2,013,883.31
Payments to and/or on behalf of Dobtol	\$1,540,174.20
Retainage Held	\$81,061.80
Remaining Contract Balance (including retainage and allowances)	\$473,709.11

Owner represents and warrants that, to the best of its information and knowledge, the numbers set forth above are true and accurate. Bondex reserves the right to verify the accuracy of the above calculations and, in the event that any are determined to be incorrect, this agreement shall be modified so that the amount(s) are corrected.

4. **Change Orders/Allowances.** Owner represents that, as of the date of this Agreement, the total amount of the approved change orders is set forth above. Owner further represents that all pending and/or denied change orders requested by Dobtol to date are identified on Exhibit A annexed hereto and incorporated herein. Owner and Bondex reserve all rights and remedies under the Original Contract with respect to the pending and/or denied change orders requested by Dobtol as well as any future Change Orders/Allowances, and acknowledge that the Remaining Contract Balance shall be increased/decreased by the value of any Change Orders/Allowances approved by Owner and/or determined to be due and owing to Surety as a result of any dispute resolution procedure.

5. **Application of Remaining Contract Balance.** Owner agrees that the Remaining Contract Balance is dedicated to and will be applied to the completion of the Original Contract pursuant to the terms of the Original Contract and this Agreement. Owner shall pay directly to Bondex the Remaining Contract Balance plus or minus any additional amounts of money on account of any modifications authorized pursuant to the terms of the Original Contract as the work progresses. The payment of the Remaining Contract Balance to Bondex shall be made in accordance with the terms of the Original Contract as to the time, amount, and method of payment. Final payment, including the payment of all accrued retainage, shall be made to Bondex in accordance with the terms of the Original Contract. All payments shall be made by check payable to Bondex at the address stated in paragraph 14 of this Agreement. In no event shall Owner make payment to any subcontractor or supplier through joint checks; make any further payment to Dobtol in connection with the Project and/or pay any of the Remaining Contract Balance to any person or entity other than Bondex.