

NORTH CAROLINA SUPPLEMENT

to AGREEMENT BETWEEN OWNER and CONTRACTOR

Fixed Contract Price - Defined Scope of Work

Branch Banking and Trust Company

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SUPPLEMENT A

Scope of Work and List of Contract Documents

A. NARRATIVE GENERAL DESCRIPTION OF THE SCOPE OF WORK

The Scope of Work is generally described on page 3 of the underlying Owner-Contractor Agreement to which this Supplement A (and the Supplements listed on the previous page) are attached and in which they are incorporated. The actual Scope of Work is set forth in the Contract Documents noted in ¶ I(H) of the Owner-Contractor Agreement.

Narrative description of the project generally: The Project contemplated by Owner is generally described as [redacted]. *(Insert brief description of the Project Program - if one more elaborate than the description on page 3 of the underlying Owner-Contractor Architect is needed.)*

If a more detailed Project Program is attached, it will be attached as **Exhibit A-3** to this Supplement A for general information purposes only. Neither the foregoing narrative, nor any attached Project Program, shall be deemed to modify, abrogate, nullify, or limit the terms of the underlying Owner-Contractor Agreement.

B. CONTRACT DOCUMENTS

1. **Construction Documents.** Contract Documents are those listed in Article I of the Agreement. The term "Construction Documents" shall be deemed to include only those Construction Drawings and Construction Specifications that are either: *(select one of the following, completing any additional information called for)*

- Listed on the Construction Drawing Index that is attached to this Supplement A as **Exhibit A-1**, and those Specifications Sections listed on the Specification Index that is attached to this Supplement A as **Exhibit A-2**, - a complete record set of both Drawings and Specifications listed in those two indexes being: (a) initialed by the OCA and the CDR; and (b) submitted herewith to OCA for Owner's records; or
- Those Construction Drawings and Construction Specifications expressly listed as follows: *(provide the information called for)*

Document No.	Subject Matter	Dated
CONSTRUCTION DRAWING LIST		
Sheet [redacted]	Drawing title or description (e.g., "Site Plan") SAMPLE	x/x/0x
etc.	etc.	etc.
LIST OF CONSTRUCTION SPECIFICATION SECTIONS		
Section 2110	site cleaning SAMPLE	x/x/04
Section 02200	Earth work SAMPLE	x/x/04
addenda?	applicable ?	
alternates	specific alternates accepted? rejected?	
END OF LIST OF CONTRACT DOCUMENTS		

C. **SPECIFICATIONS**

1. **Format.** Specifications are printed in outline form and include Supplemental Conditions of the Contract, Division 1, General Requirements and Divisions 2 through 16, Technical Specifications, where Work-specific information is presented in a precise form. The Uniform Construction Index, 1972, is the basis of both format and terminology throughout the Specifications. All language in the Specifications is directed to the Contractor, whether he is mentioned by name or not. Contractor shall enforce instructions among Subcontractors and its own forces.
2. **Section headings.** Specifications are divided into Sections according to Uniform Construction Index. Arrangement of text into Sections is for ease of reference and in no way implies that Subcontracts or subdivisions of the Work of various trades are similarly organized or divided.
3. **Cross-reference required.** Where not in conflict with the terms of the Owner-Contractor Agreement, the terms noted in Specification Division I, apply to all Divisions of the Specifications. Work specified in any one section may be related to or dependent upon Work specified in others. The Construction Documents shall be read as a whole and together. Individual pages, details, sections, or drawings shall not be read in isolation. Contractor shall coordinate and cross-reference to the Work in other Sections, including but not limited to Work such as substrate conditions, finish protection, attachment types, time of finish application, coordination among systems, and general requirements. The same applies to cross-referencing of Construction Documents and other Contract Documents.
4. **Section numbers** are used to facilitate cross-references in Construction Drawings and Specifications. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete; and Contractor should refer to Specifications Sections included in the Construction Documents, as listed above in this [Supplement A](#) or in the attached index (as the case may be).
5. **Content.** General characteristics of content and conventions in use of language are explained as follows:
 - a. **Context-specific terms.** Techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive,” “open generic-descriptive,” “compliance with standards,” “performance,” “proprietary,” or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
 - b. **Internal conflicts between specifications.** Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimum standards or levels of quality, the most stringent requirement (which is generally recognized to be also the most costly) is intended and will be enforced, unless specifically detailed language written into the Contract Documents (but not by way of reference to an industry standard) clearly indicates that a specific, less stringent requirement is applicable in a particular case. If there are any questions regarding apparently-equal-but-different requirements or uncertainties as to which level of quality is more stringent or otherwise required, request guidance by OCA before proceeding with Work involved; and OCA’s determination in good faith shall be binding.
 - c. **Minimum Quality/Quantity.** In every instance, quality level or substantive standards shown or specified must be met or exceeded by Contractor’s performance.

D. CONTRACTOR INFORMATIONClassification of Contractor's license (if required) or certificate: n/a .Limit of Contractor's license or certificate: \$ n/a .Contractor's certificate or license number: n/a .Contractor's state taxpayer identification number (if applicable): .Contractor's federal employer identification number: - .Contractor's state employer identification number: .Number of certificate of authority to conduct business in state: .Contractor's Workers Compensation Policy No. .Contractor's Tax Bond number (if applicable): .Contractor's Surety (if Payment and Performance Bonds required hereunder) .Payment Bond Number (if applicable). .Performance Bond Number (if applicable). .Identification of individual(s) designated as **Contractor's qualifying agent** for licensing or certification: (*insert name, title, company, address, city, state, zip, telephone number, and any identifying license or qualification number issued by the state*).**The above-noted attachments follow:**Index of **Construction Drawings** (initialed) – **Exhibit A-1**Index of **Construction Specifications** (initialed) – **Exhibit A-2****Project Program Document**, if applicable (initialed) – **Exhibit A-3**

SUPPLEMENT B

Supplemental Standards, Requirements, and Policies

A. **Supplemental standards, requirements, and policies.** The following are applicable to the degree expressly noted in the Agreement and as specified below:

Document	Date	General Subject Matter	Application
Policy on Signage		Contractor shall adhere to Owner's signage policy	Portions incorporated by reference include [redacted] (complete); see OCA.
Electronic, Conventional, & Special Banking Equipment		Specifications on Owner's Equipment are confidential, and are not published.	See note "C" in this Supplement B.
Minority Vendor Survey			See Exhibit B-2 to this Supplement B.

END OF LIST

- B. **Application of policy documents.** The extent to which the policies listed in the table in ¶ A in this Supplement B are binding is indicated in that table. If policies or standards are referred to that are not expressly incorporated in their entirety in this Agreement by reference, or are not attached as Exhibits hereto, it is Contractor's obligation to obtain and review all referenced and listed standards, policies, and documents. Where not otherwise expressly established in the Contract Documents, OCA shall determine in good faith the extent of application of the particular standards, policies, and documents.
- C. **Partial listing of applicable laws.** In addition to the laws and regulations expressly defined as such in Article II of the Agreement, the following also apply: North Carolina Underground Damage Prevention Act; North Carolina Solid Waste Management Act; North Carolina Water and Air Resources Act; Toxic Substances Control Act; Oil Pollution and Hazardous Substances Control Act; Sedimentation Pollution Control Act; Comprehensive Environmental Response, Compensation and Liability Act; and North Carolina Inactive Hazardous Sites Act. This list is in no way to be construed as an all-inclusive list. Contractor shall comply with all applicable state and federal laws with respect to any Work performed or contemplated under the terms and conditions of this contract and/or the supplements attached thereto.
- D. **Policy concerning Electronic, Conventional, and Special Banking Equipment** Although this Policy is not attached, it is Contractor's obligation to coordinate with OCA for Contractor's thorough review of Policy in order for Contractor to coordinate and schedule the Work to facilitate installation and protection of this and other Owner's Equipment to which the Policy pertains.
- E. **Project Roster and Directory.** Contractor shall submit, at the pre-construction meeting, and update and post on the job-site during the course of the Work (sheltered from the elements), a Project Roster that contains (to the degree available at the time):
 1. The name, address, telephone number, fax number, and e-mail address of: the Contractor; each Subcontractor of any tier; Testing Consultant engaged by Owner; testing companies or technicians engaged by Contractor; the Owner; and the OCA;



2. The identity, address, office telephone number, fax number, home, pager, and cell phone number of: the CDR; the Superintendent; key persons responsible for the Work of each major Subcontractor;
3. The 24-hour pager, cell, and contact number for Testing Consultants responsible for performing the required testing of water and sediment run-off and erosion control effectiveness and other environmental issues; and
4. Name, address, and telephone number for the nearest location of police, fire department, emergency medical personnel, hospitals, “call before you dig” (or utility protection service) contact, utility companies affected by the Work, state environmental agency, local building officials, and local and state inspectors, *etc.*

F. Supplemental Unit Price Provisions. Subject to the terms of this Agreement, the following unit prices shall apply:

1. Unit Price G-1: \$ [] (insert) Price per unit for bulk rock removal by tractor and ripper.
2. Unit Price G-2: \$ [] (insert) Price per unit for rock excavation in trenches by drilling.
3. Unit Price G-3: \$ [] (insert) Price per unit for additional soil excavation, if required.
4. Unit Price G-4: \$ [] (insert) [] [The foregoing are samples, insert others].

G. Signage Policy. Applicable portions of Owner’s Signage Policy are attached as **Exhibit B-3** to this **Supplement B**. Contractor shall review for consistency with any signage indicated in the Construction Drawings and Specifications, obtaining OCA’s decision as to resolution of conflicts, overlaps, and gaps.

H. Submittal distribution. In addition to the distribution and notice requirement required hereunder for submittals, Contractor shall prepare and transmit submittals: (select one of the following, completing any additional information called for)

- In accordance with the “Project Submittal Review Levels Table,” revised October 24, 2005 (insert date), consisting of [] pages (insert number), and attached as **Exhibit B-1** to this **Attachment B**. submit additional copies as follows; or
- In accordance with the following schedule:

Section	Scope	Required Submittals	Distr. A	Distr. B	Distr. C	Distr. D
02200	Earthwork	Test Reports SAMPLE	x	x	x	
02280	Soil Treatment	Manufacturer’s technical data and application information SAMPLE Five-year warranty		x	x	
02500	Concrete Walks, Curbs, & Paving	Mfr’s Product Data/ material’s certifications / test reports SAMPLE	x	x	x	
		fill ins				
16726	Fire Alarm	Test reports SAMPLE			x	

I. Hours of Project-Site Operations. In addition to the limitations set forth in the Owner-Contractor Agreement to which this **Supplement B** is attached, and applicable laws and ordinances, the following rules shall also apply: Contractor shall refrain from construction operations on Project sites within 1000 feet of residential, health care, educational, or other use sensitive to noise:

1. Before 8:00 a.m. and after 6:00 p.m. on weekdays that are not holidays;
2. Before 9:00 a.m. and after 5:00 p.m. on Saturdays;
3. Before 12 noon and after 4:00 p.m. on Sundays; and
4. All day Thanksgiving and Christmas Day.
5. Where Work is performed in a structure in which existing use is on-going, Work hours shall be as stated above or as limited further limited as follows:
(*insert applicable hours of Work*).

In no case shall hours worked exceed those permitted by applicable laws and ordinances.

J. Lien Related Terminology. For purposes of the North Carolina supplements: (1) references to Notice of Commencement shall be deemed to include Notice to Contract; (2) interim waivers upon partial payment shall be deemed to refer to Partial Waiver and Release of Lien Conditioned Upon Payment and Partial Waiver and Release of Lien; (3) forms related to waiver and release of lien upon final payment shall be deemed to refer to Final Waiver and Release of Lien Conditioned Upon Payment; (4) references to claim of lien shall be deemed to refer to Claim of Lien on Real Property and Notice of Claim of Lien upon Funds

The above-noted attachments follow: (*check those that apply*)

- Project Submittal Review Levels Table** (initialed) – **Exhibit B-1**
- Minority Vendor Survey** (initialed) – **Exhibit B-2**
- Applicable portions of **Owner’s Signage Policy** – **Exhibit B-3**

SUPPLEMENT C1

Cover Sheet to Accompany Contractor's Monthly Payment Application

Contractor hereby attaches to its Monthly Payment Application two completed copies of the following documents containing the information required under Article V:

- [A] **Monthly Payment Application.** [A sample of which is attached as [Supplement C2.](#)]
- [B] **Contractor's Affidavit to Accompany Monthly Payment Application.** [Attached as [Supplement C2.](#)]
- [C] **Updated Work Progress Value Schedule.** [A sample of which is attached as [Supplement C3.](#)]
- [D] **Contractor's Partial Waiver and Release of Lien Conditioned Upon Payment.** [In the form provided as [Supplement C4](#)]
- [E] **Subcontractors' Partial Waivers and Releases of Lien Conditioned Upon Payment** for each of the following Subcontractors and any others, in accordance with Article V: [Completed, sworn, and submitted in the form provided as [Supplement C5.](#)]
 - Mechanical, HVAC, Conditioned Air Subcontractor (*insert name*)
 - Electrical Subcontractor (*insert name*)
 - Plumbing Subcontractor (*insert name*)
 - (*insert names of all other Subcontractors requiring waivers and releases under Art. I*)
- [F] **Subcontractors' Interim Waiver of Right to Claim Against Payment Bond.** [If Payment and Performance Bonds are required of Contractor under Article I, provide sworn waivers per [Supplement C6](#) from all Subcontractors from whom interim lien waivers conditioned upon payment are required.]
- [G] **Current As-Built Documents and Progress Photos.** [Submitted and distributed as provided in Article I.]
- [H] **Updated logs of Submittal and RFI's.** [Updated to reflect submittal and RFI activity during subject period.]
- [I] **Test results and observation reports.** [Test results and inspection and observation reports and data prepared or received during the subject period.]
- [J] **Updated master list of unpaid Subcontractors and suppliers.** [List of each Subcontractor (of any tier) who has not been paid from funds received by Contractor for the Subcontractor's Work, the amount unpaid, and the reason for non-payment.]
- [K] **Substantive support and back-up information.** [As requested by OCA, with content as per Article V.]
- [L] **Proof of ongoing licensure.** [Proof of Contractor's and Subcontractors' renewal of current governmentally issued licenses, certificates, and notices required to perform the Work, to be submitted between 30 to 60 days in advance of renewal or lapse.]
- [M] **Updated policies of insurance and related certificates and endorsements.** [Updates to certificates of insurance, and copies of all new or renewed policies of insurance, and endorsements thereto to be submitted 30 to 60 days in advance of renewal or lapse.]
- [N] **Daily Reports.** [For the period covered by the subject Payment Application as [Supplement D3.](#)]
- [O] **Current, updated, Project Schedule, Progress and Completion Schedule, and Schedule Summary.** [As described in Articles V and VI.]
- [P] **Weather data.** [Documents from a governmental source, indicating all weather events and conditions for the month covered by the Payment Application.]

Initials

SUPPLEMENT C1

Continued

FIRST PAYMENT APPLICATION. In addition to the items and information to be provided with all Payment Applications, attach the following to Payment Application No. 1:

- [Q] **Payment and Performance Bonds.** [If required in Article I, provide copies of Payment and Performance Bonds, as submitted at the Pre-construction meeting.]
- [R] **Executed Confidentiality Agreement.** [Provide copy of the executed Agreement as submitted at the Pre-construction meeting.]
- [S] **Notice of Contract.** [Provide a copy of the Notice of Contract filed by the Contractor as provided in ¶ III(C)(3).]
- [T] **Building Permits.** [Provide a copy of building permits and, if applicable, land disturbance permits issued by the governmental agency or authority having jurisdiction over the Project.]

CONTRACTOR'S FINAL PAYMENT APPLICATION UPON COMPLETION OF THE WORK. In addition to the items and information to be provided with all Payment Applications, provide the following with Contractor's Final Application for Payment upon Completion of the Work, unless submittal is specifically excused in writing (as a result of previous submittal to the satisfaction of OCA):

- [U] **Certified Minority Vendor Survey.** [Provide sworn completed Minority Vendor Survey, as required in ¶ III(K)(6)(g), and in the form supplied as **Exhibit B-2** to [Supplement B.](#)]
- [V] **Certificate of Occupancy.** [Provide a copy of the final Certificate of Occupancy issued by the governmental agency or authority having jurisdiction over the Project.]
- [W] **Other Closeout Documents.** [Provide copies of Closeout Materials listed under ¶ III(K)(6); documents required to evidence Final Completion (as set forth in ¶ III(N)); other documents required in ¶ III(O) and elsewhere in this Agreement at Final Completion; and other documents as may reasonably be requested by OCA.]

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SUPPLEMENT C2

CONTRACTOR'S MONTHLY PAYMENT APPLICATION NO. #

Application Date	_____, 200__
Project Name	_____.
Project No.	BBT-0001-NC-06-JS
Owner:	Branch Banking and Trust Company
Contractor:	_____
Contract Date:	_____, 200__
Location:	_____, NORTH CAROLINA
xxxxx xx, 2006 Contractual Date of Substantial Completion	
\$ x, xxx,xxx.00 Original Contract Price	

Contract Price as Adjusted by Change Orders to date

C.O. #	Bilateral	Unilateral	Date executed	Adjusted Contract Price
C.O. # 1	\$ _____	\$ xxx, xxx.00	X/33/0x	\$ x, xxx,xxx.00
C.O. # 2	(\$ 00 xxx.00)	\$ _____	X/33/0x	\$ x, xxx,xxx.00
		\$ _____		\$ x, xxx,xxx.00
Current Contract Price				\$ _____

Amount Applied for This Period

Current Contract Price	\$ x,xxx,xxx.00
Percentage of Progress of Work	_____ %
Amount due for Work-in-place (based on percentage of completion)	\$ x,xxx,xxx.00
Amount due for materials stored on-site (where approved by OCA)	\$ _____
Subtotal of Value of the Work in place or stored with approval	\$ _____
<i>Less amounts previously applied for:</i>	<i>(\$ _____)</i>
<i>Less amounts withheld by Owner for backcharges and setoffs</i>	<i>(\$ _____)</i>
Subtotal of amount due for Work in place or stored with approval	\$ _____
Less retainage of 10%	(\$ _____)
Subtotal of amount applied for for Work in place this period	\$ _____

Reimbursable Expenses incurred this period \$ _____

Amount applied for this period \$ _____

____ Initials _____

SUPPLEMENT C2

continued

Application Summary

Amount applied for this period (from preceding line)	\$	<input type="text"/>
Progress amounts previously applied for - but remaining unpaid	\$	<input type="text"/>
Reimbursable expenses previously applied for remaining unpaid	\$	<input type="text"/>
Net amount applied for:		\$ <input type="text"/>

Amounts remaining unbilled within the Contract Price (after application):	\$	<input type="text"/>
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Attached are following: Work Progress Value Schedule and Contractor's Monthly Affidavit

Initials

Initials

SUPPLEMENT C2

continued

Contractor's Affidavit to Accompany Monthly Payment Application

STATE OF NORTH CAROLINA
 COUNTY OF _____

I, the undersigned, _____ (*insert name*), being first duly sworn, and truthful under pain of perjury, depose, state, represent, and certify the following as an inducement to Owner to issue payment to Contractor:

- A. I am over twenty-one years of age, and I am competent to make this Affidavit;
- B. I make this Affidavit on the basis of my own personal knowledge;
- C. I make this Affidavit understanding that my statements and representations in it, and in the foregoing Payment Application, will be relied upon by Owner in making payments to Contractor with respect to the Project;
- D. I am employed in the position of _____ (*insert title*) by _____, (*insert legal name of Contractor*) ("Contractor"), whose federal employer tax identification number is _____-_____ and whose state employer tax identification number is _____;
- E. Contractor has been employed by Branch Banking and Trust Company ("Owner") to construct a Project located at _____ (*insert address and city*), in _____ County, North Carolina ("the Project"), identified by Owner as Project No. _____, according to an Agreement between Owner and Contractor dated _____, 200__;
- F. The statements made and information contained in foregoing Payment Application is truthful and accurate;
- G. The Work for which payment is applied (including that of Subcontractors, materialmen, and suppliers) has progressed toward completion to the degree represented in the Payment Application above and consistent with the Work Progress Value Schedule that is attached to this affidavit and the Work complies with the Contract Documents, subject only to confirmatory testing and minor corrections (and, in the case of Contractor, retainage withheld by Owner);
- H. Owner receives clear title to all Work performed and materials supplied for which Contractor applies for payment; and all labor and materials provided are free of claims of liens, unsatisfied demands for payment related to the Project, and all other forms of encumbrance;
- I. Contractor has fully, timely, and lawfully allocated, disbursed, and distributed all funds previously paid to Contractor by Owner to each Subcontractor, supplier, mechanic, and materialman who has provided labor, materials, or Work of any kind for the improvement of the Property and the Project for which Contractor applies to Owner for payment; and if that is not the case, Contractor certifies and represents that it has attached to this Affidavit a complete list of the names, addresses, and telephone numbers of any and all Subcontractors, suppliers, or any other persons or entities who have not been fully paid amounts that Contractor has previously received from Owner pertaining to the Project for Subcontractor's Work included in previous Payment Applications – specifying, in each instance, the name of the unpaid Subcontractor, the amounts unpaid, and the reason for nonpayment; and I further represent that, if no such list is attached, that none exists, and all Subcontractors have been fully paid;
- J. No lien or claim of lien exists, has been filed, or can be filed with validity against the Property, the Property Owner, Owner, the Project, by any Subcontractor, supplier, mechanic, or materialman for whose labor or materials Contractor has previously been paid by Owner or to whom payment is otherwise due;
- K. Upon Contractor's receipt of the payment applied for, Contractor will immediately pay Subcontractors all amounts applied for in the Subcontractors' behalf for their Work is included in this, and in previous, Payment Applications;

 Initials

 -North Carolina Supplement 12-
 LLC

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- L. The representations in the Work Progress Value Schedule (that is attached to this Payment Application) are, to the best of my knowledge, information, and belief (all of which is formed by conscientious effort and thorough investigation) accurate and truthful descriptions of the progress of the Work and the stated value of the Work completed;
- M. No amounts applied for in the attached Payment Application will be withheld from the Subcontractors for whose Work Contractor now applies for payment; *and*
- N. No statement contained in the attached Payment Application shall be construed to modify the certifications given in this Contractor’s Partial Waiver and Release of Lien Conditioned upon Payment or to abrogate or limit waivers or releases previously given by Contractor and Subcontractors.
- O. Contractor and all Subcontractors possess valid and current trade and professional licenses as required by law to perform the Work.

FURTHER AFFIANT SAYETH NOT.

<p style="text-align: center;"><u>NOTARY</u></p> <p>Sworn and subscribed before me by _____ on this ____ day of ____, 200__, who is:</p> <p>personally known to me [____], <i>or</i> who produced _____ (<i>identify document</i>) as identification.</p> <p>_____ NOTARY PUBLIC (SEAL)</p> <p>My commission expires on _____ (date).</p>	<p>Affiant: _____ (<i>insert</i>)</p> <p>_____</p> <p><i>Affiant’s signature</i></p> <p>_____</p> <p><i>Printed name</i> _____ <i>title</i></p> <p>_____ (SEAL)</p> <p><i>Contractor’s Name</i></p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>City</i> _____ <i>State</i> _____ <i>Zip</i> _____</p>
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SUPPLEMENT C3

Work Progress Value Schedule

Item No.	Component of Work	Scheduled Value	Completed and stored to date	Completed this period	Stored this period	Previously applied for	Percent complete	Balance to complete
1	Permits	1,000.00	708.00	300.00	8.00	400.00	71	292.00
2			0.00				#DIV/0!	0.00
3			0.00				#DIV/0!	0.00
4			0.00				#DIV/0!	0.00
5	Site work	2,000.00	450.00	450.00			23	1,550.00
6			0.00				#DIV/0!	0.00
7			0.00				#DIV/0!	0.00
8	Concrete		0.00				#DIV/0!	0.00
9			0.00				#DIV/0!	0.00
10			0.00				#DIV/0!	0.00
11			0.00				#DIV/0!	0.00
12	Wood		0.00				#DIV/0!	0.00
13			0.00				#DIV/0!	0.00
14			0.00				#DIV/0!	0.00
15	Steel		0.00				#DIV/0!	0.00
16			0.00				#DIV/0!	0.00
17			0.00				#DIV/0!	0.00
18			0.00				#DIV/0!	0.00
19			0.00				#DIV/0!	0.00
20			0.00				#DIV/0!	0.00
21			0.00				#DIV/0!	0.00
22			0.00				#DIV/0!	0.00
23			0.00				#DIV/0!	0.00
24			0.00				#DIV/0!	0.00
25			0.00				#DIV/0!	0.00
26			0.00				#DIV/0!	0.00
27			0.00				#DIV/0!	0.00
28			0.00				#DIV/0!	0.00
29			0.00				#DIV/0!	0.00
30			0.00				#DIV/0!	0.00
31			0.00				#DIV/0!	0.00
32			0.00				#DIV/0!	0.00
33			0.00				#DIV/0!	0.00
34			0.00				#DIV/0!	0.00
35			0.00				#DIV/0!	0.00
36			0.00				#DIV/0!	0.00
37			0.00				#DIV/0!	0.00
38			0.00				#DIV/0!	0.00
39			0.00				#DIV/0!	0.00
40			0.00				#DIV/0!	0.00
		3,000.00	1,158.00	750.00	8.00	400.00	39	1,842.00

Initials



Initials

SUPPLEMENT C4

Contractor's Partial Waiver and Release of Lien Conditioned Upon Payment

STATE OF NORTH CAROLINA
COUNTY OF _____

TO: All parties having an interest in the following Project:

PROJECT: _____

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above to the following extent. The undersigned represents that it has been paid for all work performed and labor, equipment and or materials supplied, at the above noted premises, less retainage, through _____ (Release Date).

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the project through the Release Date.

Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of this Waiver and Release of Lien shall be conditioned upon receipt by the undersigned of payment in the amount of \$_____ and this Waiver and Release of Lien is given by the undersigned and is accepted and relied upon by all parties subject to such understanding.

This ___ day of _____, 2___.

<p style="text-align: center;"><u>NOTARY</u></p> <p>Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:</p> <p>personally known to me [____], or who produced _____ (<i>identify document</i>) as identification.</p> <p>_____ NOTARY PUBLIC (SEAL)</p> <p>My commission expires on _____ (date).</p>	<p>Contractor: _____ (<i>insert</i>)</p> <p>By: _____ <i>Signature of Contractor's authorized representative</i></p> <p>_____ <i>Representative's printed name title</i></p> <p>_____ <i>(Seal)</i></p> <p>_____ <i>Contractor's Name</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City State Zip</i></p>
---	---

Initials

SUPPLEMENT C5

Subcontractor's Partial Waiver and Release of Lien Conditioned Upon Payment

STATE OF NORTH CAROLINA
COUNTY OF _____

TO: All parties having an interest in the following Project:

PROJECT: _____

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above to the following extent. The undersigned represents that it has been paid for all work performed and labor, equipment and or materials supplied, at the above noted premises, less retainage, through _____ (Release Date).

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or sub-tier subcontractors for any and all labor, materials, and services due and owing on the project through the Release Date.

Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of this Waiver and Release of Lien shall be conditioned upon receipt by the undersigned of payment in the amount of \$ _____ and this Waiver and Release of Lien is given by the undersigned and is accepted and relied upon by all parties subject to such understanding.

This ___ day of _____, 2___.

<p style="text-align: center;"><u>NOTARY</u></p> <p>Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:</p> <p>personally known to me [____], or who produced _____ (<i>identify document</i>) as identification.</p> <p>_____ NOTARY PUBLIC (SEAL)</p> <p>My commission expires on _____ (date).</p>	<p>Subcontractor: _____ (<i>insert</i>)</p> <p>By: _____ <i>Signature of Subcontractor's authorized representative</i></p> <p>_____ <i>Representative's printed name title</i></p> <p>_____ (Seal) <i>Subcontractor's Name</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City State Zip</i></p>
---	--

Initials

SUPPLEMENT C6

Subcontractor's Waiver of Right to Claim Against Payment Bond Upon Progress Payment

STATE OF NORTH CAROLINA
COUNTY OF _____

The undersigned Subcontractor, fabricator, mechanic, or materialman, _____ (insert legal name of Subcontractor) ("Subcontractor"), has been employed by general contractor _____ (insert name of Contractor) ("Contractor") to furnish certain _____ (describe the specific labor, materials, services to be provided by the Subcontractor) for construction of improvements for **Branch Banking and Trust Company** ("Owner") on a Project known as _____ (insert name of the Project) which is located in the City of _____, County of _____, North Carolina, built on real property that is owned by _____ (insert name of fee simple property owner) ("Property Owner"), which property is more particularly described follows: _____ (insert address, legal description, etc.) ("the Property").

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon the receipt of the sum of \$ _____ (insert Subcontract amount applied for) Subcontractor waives any right to claim against the Payment Bond issued on the Project for Work performed through the _____ day of _____, 200____, except that this waiver does not apply to retainage withheld and work performed after that date.

Given under hand and seal this _____ day of _____, 200____.

<p style="text-align: center;"><u>NOTARY</u></p> <p>Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:</p> <p>personally known to me [____], or who produced _____ (identify document) as identification.</p> <p>_____ NOTARY PUBLIC (SEAL)</p> <p>My commission expires on _____ (date).</p>	<p>Subcontractor: _____ (insert)</p> <p>By: _____ Signature of Subcontractor's authorized representative</p> <p>_____ Representative's printed name title</p> <p>_____ (Seal) Subcontractor's Name</p> <p>_____ Address</p> <p>_____ City State Zip</p>
--	--

____ Initials _____

SUPPLEMENT D1

Request for Information ("RFI")

RFI No. **#**
 Date RFI submitted initially _____, 200__
 Date(s) RFI revised _____
 Date RFI resolved _____

Project

Owner:	Branch Banking and Trust Company
Contractor:	_____
Project name:	_____
Owner's Project number:	No. _____
Project location:	_____ <i>(insert street address, city, and state)</i>
Information informally requested by:	_____ <i>(identify)</i>
Informal request for information made to whom:	_____ <i>(identify)</i>
Informal request made on what date:	_____, 200__

- A. Nature of the information requested: _____.
- B. Description of the response to the informal request: _____.
- C. This RFI is submitted for the following reason(s): _____.
- D. Contractor became aware of the reasons or events underlying this RFI on _____, 200__.
- E. The following Contract Documents pertain to the information requested or the answers or responses given:
 _____ *(insert document name, number, date, and source of each document)*; and
 _____ *(insert document name, number, date, and source of each document)*.
- F. The information requested must be supplied by _____, 200__ because
 _____ *(insert reason for needed timing of requested response)*.
- G. Is the Work involved in the request on the critical path of the current Project Schedule?
 yes / no *(check one)*
- H. What Work is first affected by the information requested? _____.
- I. Date on which supplemental information pertaining to this RFI was requested: _____, 200__.
- J. Date on which this RFI was reviewed by OCA: _____, 200__.
- K. Date information supplied in response to this RFI: _____, 200__.
- L. Description and detail of response: _____.

 Initials



Distribution of original RFI: *(check those to whom copies are distributed)*

Transmitted to:	by:	on:
<input type="checkbox"/> OCA	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200
<input type="checkbox"/> Owner	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200
<input type="checkbox"/> Architect	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200
<input type="checkbox"/> Other	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200

Distribution of response to RFI: *(check those to whom copies are distributed)*

Transmitted to:	by:	on:
<input type="checkbox"/> OCA	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200
<input type="checkbox"/> Owner	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200
<input type="checkbox"/> Architect	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200
<input type="checkbox"/> Other	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	<input type="checkbox"/> / <input type="checkbox"/> / 200

<p>Submitted by: Contractor: _____ <i>(insert)</i> _____ <i>Signature of Contractor's authorized representative</i> _____ <i>Representative's printed name and title</i> _____ (Seal) <i>Contractor's Name</i> _____ <i>Address</i> _____ <i>City State Zip</i></p>	<p>Reviewed by: Branch Banking and Trust Company _____ <i>signature of authorized representative</i> _____ <i>representative's printed name title</i> Branch Banking and Trust Company 200 West 2nd Street Winston-Salem, NC 27101 _____ <i>date signed</i></p>
--	--

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SUPPLEMENT D2

Proposed Change Order ("PCO")

PCO No. #

Date PCO submitted initially _____, 200__

Date(s) PCO revised _____, 200__

Project

Owner:	Branch Banking and Trust Company
Contractor:	_____
Project name:	_____
Owner's Project number:	No. _____
Project location:	_____ (insert street address, city, and state)
This PCO related to which ITC's and/or RFI's (if any):	RFI No. _____, dated _____, 200__
	ITC No. _____, dated _____, 200__

- A. The proposed change will affect the following Scope of Work: _____.
- B. The proposed change would modify Work indicated in the following Contract Documents: _____ (list Contract Documents affected).
- C. This PCO is submitted for the following reason(s): _____.
- D. Contractor became aware of the reasons or events underlying this PCO on _____, 200__.
- E. The change contemplated in this PCO was initially suggested by or required by whom: _____ (identify).
- F. The proposed change is supported by the following data, information, and documents: _____ (insert document name, number, date, and source of each document); and _____ (insert document name, number, date, and source of each document).
- G. If the change contemplated pertains to differing site conditions or differing existing conditions, list the Contract Documents containing the information from which they differ: _____ (insert document name, number, date, and source of each document).
- H. If this PCO is weather-related, indicate the period affected, the nature of the effect, the following documents demonstrate the weather and site conditions in the period affected: _____ (insert document name, number, date, and source of each document, such as reports from the National Oceanic and Atmospheric Administration, etc.); and the following document(s) substantiate the conditions from which the abnormal weather is to be measured: _____ (insert document name, number, date, and source of each document, such as reports from the National Oceanic and Atmospheric Administration, etc.).

Proposed modification to Contract Price

If the changes proposed in this PCO are accepted by Owner, the Change Order to follow will increase <input type="checkbox"/> / decrease <input type="checkbox"/> (check one) the Contract Price by:	\$ _____
Documents and other information that support the proposed modification to Contract Price are <input type="checkbox"/> / are not <input type="checkbox"/> (check one) attached to this PCO.	

____ Initials _____



Modification of Contract Time and/or Schedule

Original contractual Date of Substantial Completion:	_____, 200__
Documents and other information that support the proposed modification to Contract Time are <input type="checkbox"/> / are not <input type="checkbox"/> <i>(check one)</i> attached to this PCO.	
A critical path method (“CPM”) Project Schedule supporting the proposed modification to Contract Price is <input type="checkbox"/> / is not <input type="checkbox"/> <i>(check one)</i> attached to this PCO.	
If the changes proposed in this PCO are accepted by Owner, the Change Order to follow will increase <input type="checkbox"/> / decrease <input type="checkbox"/> <i>(check one)</i> the Contract Time by:	____ calendar days
If the changes proposed in this PCO are accepted by Owner, the Change Order to follow will adjust the contractual Date of Substantial Completion, making it:	_____, 200__
Upon execution of this Change Order, the adjusted Contract Time is:	____ calendar days
If the changes proposed in this PCO are accepted by Owner, the Change Order to follow will adjust Milestone Dates and the Project Schedule as follows: _____ <i>(list and specify changes)</i>	

The undersigned Contractor certifies that the PCO, the changes proposed, and the documents submitted to support it are truthful and accurate to the degree stated above and to the best of the Contractor’s information and belief, and that Contractor understands that Owner may rely on them in deciding whether to accept the change proposed and to modify the Agreement accordingly.

<p>Submitted by: Contractor: _____ <i>(insert)</i> _____ <i>Signature of Contractor’s authorized representative</i> _____ <i>Representative’s printed name and title</i> _____ (Seal) <i>Contractor’s Name</i> _____ <i>Address</i> _____ _____ <i>City State Zip</i></p>	<p>Reviewed by: Branch Banking and Trust Company _____ <i>signature of authorized representative</i> _____ , _____ <i>representative’s printed name title</i> Branch Banking and Trust Company 200 West 2nd Street Winston-Salem, NC 27101 _____ <i>date signed</i></p>
---	--

Transmitted to:	by:	on:
<input type="checkbox"/> OCA	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	____/____/200__
<input type="checkbox"/> Owner	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	____/____/200__
<input type="checkbox"/> Architect	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	____/____/200__
<input type="checkbox"/> Other	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	____/____/200__

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SUPPLEMENT D3

Daily Report

Date of Report: _____, 200

Day of Week: _____

Person preparing Report: _____

Owner:	Branch Banking and Trust Company
Contractor:	_____
Project name:	_____
Owner's Project number:	No. _____
Project location:	_____ (insert street address, city, and state)
Weather on-site:	Temperature: _____ degrees F. Bad Weather Day: [] Precipitation: _____ (insert amount) _____ (insert duration) Ground and site conditions: _____ (insert detail)
Hours Superintendent on-site:	_____ (note times)
Hours of Work on-site:	_____ (note times)
Meetings taking place:	_____ (note who attended and subject)
Inspections and reviews by others:	_____ (note who attended and subject)

A. **Contractor:** _____ (identify)
 Operation or Work performed: _____ (identify)
 Number of Workers or trades performing: _____ (identify)
 Description of Work and factors affecting progress: (describe)

 Outstanding issues or impacts: _____ (identify)

B. **Subcontractor A:** _____ (identify)
 Operation or Work performed: _____ (identify)
 Number of Workers or trades performing: _____ (identify)
 Description of Work and factors affecting progress: (describe)

 Outstanding issues or impacts: _____ (identify)

____ Initials _____



C. **Subcontractor B:** _____ (identify)
 Operation or Work performed: _____ (identify)
 Number of Workers or trades performing: _____ (identify)
 Description of Work and factors affecting progress: (describe)

Outstanding issues or impacts: _____ (identify)

D. **Subcontractor C:** _____ (identify)
 Operation or Work performed: _____ (identify)
 Number of Workers or trades performing: _____ (identify)
 Description of Work and factors affecting progress: (describe)

Outstanding issues or impacts: _____ (identify)

E. **Subcontractor D:** _____ (identify)
 Operation or Work performed: _____ (identify)
 Number of Workers or trades performing: _____ (identify)
 Description of Work and factors affecting progress: (describe)

Outstanding issues or impacts: _____ (identify)

F. **OTHER COMMENTS:** _____ (identify)

Transmitted to:	by:	on:
<input type="checkbox"/> OCA	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	_____/_____/200__
<input type="checkbox"/> Owner	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	_____/_____/200__
<input type="checkbox"/> Architect	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	_____/_____/200__
<input type="checkbox"/> Other	<input type="checkbox"/> e-mail <input type="checkbox"/> fax - <input type="checkbox"/> Mail - <input type="checkbox"/> Overnight Delivery - <input type="checkbox"/> in person - <input type="checkbox"/> other	_____/_____/200__

Prepared on: _____, 200__ Signed: _____

____ Initials _____

SUPPLEMENT E1

Change Order

CHANGE ORDER # #

This Change Order is: (check one)	<input type="checkbox"/> bilateral, to be executed by both Parties <input type="checkbox"/> unilateral, issued by Owner
--------------------------------------	--

Project

Date of this Change Order:	_____, 200__
Date of Original Agreement:	_____, 200__
Owner:	Branch Banking and Trust Company
Contractor:	_____
Project name:	_____
Owner's Project number:	No. _____
Project location:	_____ (insert street address, city, and state)
This Change Order related to which ITC's, PCO's, and/or RFI's (if any):	PCO No. _____, dated _____, 200__
	RFI No. _____, dated _____, 200__
	ITC No. _____, dated _____, 200__

The above-noted Agreement is modified as follows: _____ (insert description of the modifications); and as described in the following listed documents, each of which is attached to this Change Order and incorporated in it:

_____ (insert document name, number, date, and source of each document); and .

_____ (insert document name, number, date, and source of each document).

Modification of Contract Price

Original Contract Price:	\$ _____
Net change according to previously executed bi-lateral Change Orders:	\$ _____
Net change according to Owner's prior issuance of unilateral Change Orders:	\$ _____
Contract Price before execution of this Change Order:	\$ _____
This Change Order increases <input type="checkbox"/> / decreases <input type="checkbox"/> (check one) the Contract Price by:	\$ _____
Upon execution of this Change Order, the adjusted Contract Price is:	\$ _____

____ Initials _____



Modification of Contract Time

Original contractual Date of Substantial Completion:	_____, 200__
Days added by previous executed bilateral Change Orders:	_____ calendar days
Days added by previous unilateral Change Orders issued by Owner:	_____ calendar days
Modified Date of Substantial Completion before this Change Order:	_____, 200__
This Change Order increases [] / decreases [] (check one) the Contract Time by:	_____ calendar days
Contractual Date of Substantial Completion, upon execution of this Change Order:	_____, 200__

SO AGREED by the Parties:

<p>Contractor: _____</p> <p>_____</p> <p><i>signature of Contractor's authorized representative</i></p> <p>_____, _____</p> <p><i>Representative's printed name title</i></p> <p>_____</p> <p><i>date signed</i></p>	<p>Branch Banking and Trust Company</p> <p>_____</p> <p><i>signature of authorized representative</i></p> <p>_____, _____</p> <p><i>representative's printed name title</i></p> <p>Branch Banking and Trust Company 200 West 2nd Street Winston-Salem, NC 27101</p> <p>_____</p> <p><i>date signed</i></p>
<p>Scope of Change reviewed by Architect: _____ (if applicable) _____ (insert name of architectural firm)</p> <p>_____</p> <p><i>signature of Architect</i></p> <p>_____, _____</p> <p><i>Architect's printed name title</i></p> <p>_____ (insert firm name) _____ (insert firm address) _____ (insert firm city, state, zip)</p> <p>_____</p> <p><i>date signed</i></p>	

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SUPPLEMENT E2

Certificate of Substantial Completion

This Certificate of Substantial Completion applies to: completion of the entire Project
 (check one) completion of a portion of the Project
 (as described below)

Project

Date of Original Agreement:	_____, 200__
Date of this Certificate of Substantial Completion:	_____, 200__
Owner:	Branch Banking and Trust Company
Contractor:	_____
Project name:	_____
Owner's Project number:	No. _____
Project location:	_____ (insert street address, city, and state)

Contractor certifies that:

- A. Except for the items listed in the attached Punchlist, the Work performed (including that performed by Subcontractors, materialmen, and suppliers) is complete and complies with the Contract Documents, and the Project may be used in the manner intended by the Owner;
- B. Owner receives clear title to all Work performed and materials supplied; and all labor and materials provided are free of claims of liens, unsatisfied demands for payment related to the Project, and all other forms of encumbrance;
- C. All testing and inspections have been completed;
- D. The Work and the site have been cleaned as required by the Contract Documents;
- E. All amounts due to utilities have been paid, and upon acceptance of this Certificate by Owner, responsibility for utility accounts will be transferred to Owner;
- F. Closeout Materials and Information have been submitted to OCA;
- G. Contractor has notified its Surety of certification of Substantial Completion;
- H. Contractor has fully, timely, and lawfully allocated, disbursed, and distributed all funds previously paid to Contractor by Owner to each of Subcontractor, supplier, mechanic, and materialman who has provided labor, materials, or Work of any kind for the improvement of the Property and the Project; and if that is not the case, Contractor certifies and represents that it has attached to this Affidavit a complete list of the names, addresses, and telephone numbers of any and all Subcontractors, suppliers, or any other persons or entities who have not been fully paid amounts that Contractor has previously received from Owner pertaining to the Project for Subcontractor's Work included in previous Payment Applications – specifying, in each instance, the name of the unpaid Subcontractor, the amounts unpaid, and the reason for nonpayment; and I further represent that, if no such list is attached, none exists, and all Subcontractors have been fully paid;

____ Initials _____



- I. No lien or claim of lien exists, has been filed, or can be filed with validity against the Property, the Owner, the Project, by any Subcontractor, supplier, mechanic, or materialman for whose labor or materials Contractor has previously been paid by Owner;
- J. Contractor has paid Subcontractors all amounts due them;
- K. No amounts are withheld from the Subcontractors for whose Work Contractor has been paid;
- L. Contractor has complied with the Closeout Obligations, as set forth in Article III;
- M. Contractor has submitted in writing all claims, PCO's, or demands that it has against Owner in the manner required under Article VIII – or it waives them and releases Owner from them;
- N. The Project has received a Certificate of Occupancy from the building, fire, and governmental authorities having jurisdiction over the Project and the issuance of those certificates;
- O. Nothing in this Certificate of Substantial Completion shall be construed to modify the certifications given in this Certificate of Substantial Completion or to limit, nullify, or abrogate waivers and releases previously given by Contractor and Subcontractors; *and*
- P. The only Work that is incomplete or non-compliant is contained in the attached Punchlist, dated [redacted], 200[redacted], consisting of [redacted] (insert number) items, completion and correction of which have a combined value of \$[redacted];
- Q. Contractor will complete remaining Work within fourteen calendar days.

Initiation of Warranty Periods. Unless otherwise expressly provided in the Contract Documents, and subject to the express provisions of Article III governing Contractor's warranty of completed Work, the warranty period for all systems, materials, and assemblies begins on the realized Date of Certificate of Substantial Completion (as approved or designated by Owner and indicated as such below on this Certificate). Where Work is incomplete, defective, or otherwise non-compliant on the realized Date of Substantial Completion set forth below, warranty periods applicable to that Work and the assemblies of which it is a component, shall be the date on which that incomplete, defective, or non-compliant Work is brought into compliance and is accepted as such in writing by Owner.

Partial occupancy. If this Certificate covers only part of the Work, an attachment describing the scope of Work to which it applies – and which is to be occupied by Owner – is attached to this Certificate, and signed by Contractor.

SO SWORN and CERTIFIED by the Contractor:

<p>Contractor: _____ (insert)</p> <p>_____</p> <p><i>Signature of Contractor's authorized representative</i></p> <p>_____ and _____</p> <p><i>Representative's printed name and title</i></p> <p>_____ (Seal)</p> <p><i>Contractor's Name</i></p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>City State Zip</i></p>	<p style="text-align: center;"><u>NOTARY</u></p> <p>Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:</p> <p>personally known to me [redacted], or who produced _____ (identify document) as identification.</p> <p>_____</p> <p>NOTARY PUBLIC (SEAL)</p> <p>My commission expires on _____ (date).</p>
---	--

[redacted] Initials [redacted]



Date of Substantial Completion

Original contractual Date of Substantial Completion:	_____, 200__
Days added by previous executed bilateral Change Orders:	_____ calendar days
Days added by previous unilateral Change Orders issued by Owner:	_____ calendar days
Modified contractual Date of Substantial Completion before this Certificate:	_____, 200__

The realized Date of Substantial Completion is _____, 200__ at ____: ____ (*insert time*), and is so accepted by Owner:

Branch Banking and Trust Company

signature of Owners' authorized representative

_____, _____
representative's printed name title

Branch Banking and Trust Company
200 West 2nd Street
Winston-Salem, NC 27101

date signed

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SUPPLEMENT F1

Contractor's Final Affidavit

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, _____ (*insert name*), being first duly sworn, depose and state as follows:

- A. I am over twenty-one years of age, and I am competent to make this Affidavit.
- B. I am employed in the position of _____ (*insert title*) by _____, (*insert legal name of Contractor*) ("Contractor") which has been employed by **Branch Banking and Trust Company** ("Owner") to construct a Project, identified by Owner as Project No. _____ ("Project") located at _____ (*insert street address and city*), in _____ County, North Carolina on real property ("the Property").
- C. I make this Affidavit on the basis of my own personal knowledge.
- D. I make this Affidavit understanding that my statements and representations in it, and in the foregoing Final Payment Application, will be relied upon by Owner in making payments to Contractor with respect to the Project;
- E. The statements made and information contained in the foregoing Payment Application is truthful and accurate;
- F. The Work for which payment is applied (including that of Subcontractors, materialmen, and suppliers) is complete and complies with the Contract Documents;
- G. Owner receives clear title to all Work performed and materials supplied; and all labor and materials provided are free of claims of liens, unsatisfied demands for payment related to the Project, and all other demands and encumbrances of any type (except for those listed here, which Contractor will fully satisfy and discharge immediately upon its receipt of the Final Payment applied for);
- H. Contractor has fully, timely, and lawfully allocated, disbursed, and distributed all funds paid to it by Owner to each Subcontractor, supplier, mechanic, and materialman who has provided labor, materials, services, or Work of any kind for the improvement of the Property and the Project for which Contractor applies to Owner for Final Payment; and if that is not the case, Contractor certifies and represents that it has attached to this Affidavit a complete list of the names, addresses, and telephone numbers of any and all Subcontractors, suppliers, or any other persons or entities who have not been fully paid amounts due pertaining to the Project – specifying, in each instance, the name of the unpaid Subcontractor, the amounts unpaid, and the reason for nonpayment; and I further represent that, if no such list is attached, none exists, and all Subcontractors have been fully paid;
- I. No outstanding demands or claims have been made related to the Work or the Project, except for those requests for payment for Work for which payment is applied for in the Final Payment Application;
- J. No lien or claim of lien exists, has been filed, or can be filed with validity against the Property, the Property Owner, Owner, or the Project by any Subcontractor, supplier, mechanic, or materialman for whose labor or materials Contractor has previously been paid by Owner;
- K. Contractor has paid Subcontractors all amounts due in full;
- L. No amounts applied for by Contractor in the attached Final Payment Application will be withheld from the Subcontractors for whose Work Contractor now applies for payment;
- M. No statement contained in the attached Payment Application shall be construed to modify the certifications or to limit, nullify, or abrogate waivers and releases previously given by Contractor and Subcontractors; and

Initials



N. Contractor hereby releases Owner and Property Owner for all claims of lien, demands, and claims of any kind.

FURTHER AFFIANT SAYETH NOT.

<p>Contractor: _____ (<i>insert</i>) _____ <i>Signature of Contractor's authorized representative and affiant here</i></p> <p>_____ <i>Representative's printed name</i> <i>title</i></p> <p>_____ (Seal) <i>Contractor's Name</i></p> <p>_____ <i>Address</i></p> <p>_____ <i>City</i> <i>State</i> <i>Zip</i></p>	<p style="text-align: center;"><u>NOTARY</u></p> <p>Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:</p> <p>personally known to me [____], <i>or</i> who produced _____ (<i>identify document</i>) as identification.</p> <p>_____ NOTARY PUBLIC (SEAL) My commission expires on _____ (date).</p>
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SUPPLEMENT F2

Contractor's Final Waiver and Release of Lien Conditioned Upon Payment

STATE OF NORTH CAROLINA
COUNTY OF _____

TO: All parties having an interest in the following Project:

PROJECT: _____

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for any and all labor, materials, and services due and owing on the project.

Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of the Waiver and Release of Lien shall be conditioned upon receipt by the undersigned of payment in the amount of \$_____, and this Waiver and Release of Lien is given by the undersigned and is accepted and relied upon by all parties subject to such understanding.



This ___ day of ____, 2___.

Contractor: _____ (insert Contractor's name) (SEAL)	Witness: _____ (identify)
_____ Signature of Contractor's authorized representative	_____ signature of Witness
_____ Representative's printed name and title	_____ (insert Witness's printed name)
_____ (Contractor's address)	_____ (Witness's address)
_____ (Contractor's city, state, zip code)	_____ (Witness's city, state, zip code)
NOTARY	
Sworn and subscribed before me by _____ on this ___ day of ____, 200___, who is:	Sworn and subscribed before me by _____ on this ___ day of ____, 200___, who is:
personally known to me [___], or who produced _____ (identify document) as identification.	personally known to me [___], or who produced _____ (identify document) as identification.
_____ NOTARY PUBLIC (SEAL)	_____ NOTARY PUBLIC (SEAL)
My commission expires on _____ (date).	My commission expires on _____ (date).

Initials



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

 **Initials** 

SUPPLEMENT F3

Subcontractor's Final Waiver and Release of Lien Conditioned Upon Payment

STATE OF NORTH CAROLINA
COUNTY OF _____

TO: All parties having an interest in the following Project:

PROJECT: _____

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and/or materials supplied at or in connection with construction or improvement at the premises described above.

Furthermore, the undersigned warrants and represents that it has paid all material suppliers, equipment dealers and/or subcontractors for any and all labor, materials, and services due and owing on the project.

Anything herein contained to the contrary notwithstanding, it is understood that the effect and enforceability of the Waiver and Release of Lien shall be conditioned upon receipt by the undersigned of payment in the amount of \$_____, and this Waiver and Release of Lien is given by the undersigned and is accepted and relied upon by all parties subject to such understanding.



This ___ day of _____, 2___.

Subcontractor: _____ (insert Subcontractor's name) (SEAL)	Witness: _____ (identify)
_____ Signature of Subcontractor's representative	_____ signature of Witness
_____ Representative's printed name and title	_____ (insert Witness's printed name)
_____ (Subcontractor's address)	_____ (Witness's address)
_____ (Subcontractor's city, state, zip code)	_____ (Witness's city, state, zip code)
NOTARY	
Sworn and subscribed before me by _____ on this ___ day of _____, 200___, who is:	Sworn and subscribed before me by _____ on this ___ day of _____, 200___, who is:
personally known to me [___], or who produced _____ (identify document) as identification.	personally known to me [___], or who produced _____ (identify document) as identification.
_____ NOTARY PUBLIC (SEAL)	_____ NOTARY PUBLIC (SEAL)
My commission expires on _____ (date).	My commission expires on _____ (date).

Initials



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

 **Initials** 

SUPPLEMENT F4

Subcontractor's Waiver of Right to Claim on Payment Bond Upon Final Payment

STATE OF NORTH CAROLINA
COUNTY OF _____

The undersigned Subcontractor, mechanic, or materialman, _____ (insert legal name of Subcontractor) ("Subcontractor") has been employed by _____ (insert name of entity at whose instance labor, materials, or services were provided) to furnish certain _____ (describe the specific labor, materials, services to be provided by the Subcontractor) related to improvements for **Branch Banking and Trust Company** ("Owner") on a Project known as _____ (insert title of the Project) that has been constructed by general contractor _____ (insert name) ("Contractor"), and that is located in the City of _____ and County of _____, North Carolina, on real property that is owned by _____ (insert name of fee simple property owner) ("Property Owner"), which property is more particularly described follows: _____ (insert address, legal description, etc.) ("the Property").

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

In consideration of the sum of \$_____, the Subcontractor hereby waives any and all claims against the Payment Bond on the above-described Project.

Given under hand and seal this _____ day of _____, 200____.

Subcontractor: _____ (insert Subcontractor's name) (SEAL)	Witness: _____ (identify)
_____ Signature of Subcontractor's representative	_____ signature of Witness
_____ Representative's printed name and title	_____ (insert Witness's printed name)
_____ (Subcontractor's address)	_____ (Witness's address)
_____ (Subcontractor's city, state, zip code)	_____ (Witness's city, state, zip code)
NOTARY	
Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:	Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:
personally known to me [____], or who produced _____ (identify document) as identification.	personally known to me [____], or who produced _____ (identify document) as identification.
_____ NOTARY PUBLIC (SEAL)	_____ NOTARY PUBLIC (SEAL)
My commission expires on _____ (date).	My commission expires on _____ (date).

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

____ Initials _____

SUPPLEMENT G1**Notice of Contract**

TO: CLERK OF SUPERIOR COURT OF _____ COUNTY, NORTH CAROLINA

Pursuant to N.C. Gen. Stat. § 44A-23, not later than thirty (30) days after the date the building permit is issued for the improvement of the real property involved, the undersigned gives Notice of Contract of improvements to property including the following information:

A. **Contractor** information:

1. Contractor's name: _____ .
2. Contractor's address: _____ .
3. Contractor's telephone no. (____) ____-____ .

B. **Owner of the Real Property at the time this Notice is recorded** ("Property Owner"):

1. Property Owner's name: _____ .
2. Property Owner's address: _____ .

C. **Person** (other than the above-named Owner of Real Property at the time this Notice is recorded) **at whose instance the improvements to the real property are being made:**

Branch Banking and Trust Company
200 W. 2nd Street
Winston-Salem, NC 27101

D. **General description of the real property to be improved** (street address, tax map lot and block number, reference to recorded instrument, or any other description that reasonably identifies the real property): _____ (*insert*).

E. **Person, Firm or Corporation Filing this Notice of Contract :**

1. Name: _____ .
2. Address: _____ .

DATED this _____ day of _____, 200____.

[Signature Page Follows]

____ Initials _____



signature and title of Contractor's designated representative

[Contractor Name]

[Contractor Address]

Filed this the ____ day of _____, 200_.

Clerk of Superior Court

Exhibit G1-1 follows consisting of _____ pages

Initials _____

Exhibit G1-1 to Notice of Contract

[legal description of property improved attached]

[Instructions: THIS DOCUMENT MUST BE FILED WITH THE CLERK OF THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PROJECT IS LOCATED AND A COPY OF THIS DOCUMENT MUST BE POSTED AT THE PROJECT SITE NOT LATER THAN THIRTY (30) DAYS AFTER THE DATE THE BUILDING PERMIT IS ISSUED FOR THE IMPROVEMENT OF THE REAL PROPERTY INVOLVED.

THIS NOTICE OF CONTRACT MUST BE POSTED ON THE PROPERTY IN A VISIBLE LOCATION ADJACENT TO THE POSTED BUILDING PERMIT.]



Initials



SUPPLEMENT G2

Geotechnical Report, Bonds, and Other Supplemental Documents

- A. **Geotechnical Report.** If all or part of a Geotechnical Report is incorporated in the underlying Agreement, the incorporated document is: (*check which one of the following applies*)
- Attached to this Supplement G2 as **Exhibit G2-1**; *or*
 - Not attached, but open for Contractor inspection and review at the office of the OCA; *or*
 - No Geotechnical report has been prepared.
- B. **Bond and lien-related obligations.**
1. **Notice of Contract.** Before beginning Work on the Project site, Contractor shall file an executed Notice of Contract with the Clerk of the Superior Court in the county in which the Project is located, and at that time shall post a copy of the Notice of Contract notably and visibly on the Project site. The form of the Notice of Contract shall be substantially similar to the one attached to this as Supplement G1.
 2. **Demands for copies.** Within five calendar days after its receipt of a written request for a copy of the Notice of Contract from any Subcontractor, materialman, fabricator, laborer, supplier, or other person or entity who has or will provide services, labor, material, machinery, or equipment to the Project, Contractor shall by overnight delivery: (1) deliver a copy of the Notice of Contract to the requesting Subcontractor, materialman, *etc.*; and (2) delivery a copy of both the request and Contractor's response to the OCA.
 3. **Bonds.** Before beginning Work, Contractor and Subcontractor(s) shall – with a surety company authorized to do business in the State of North Carolina – execute and file any and all bonds required by law or by governmental agencies or municipalities having jurisdiction over the Work or the Project. All costs related to procuring, maintaining, and reporting the bonds are to be borne solely by Contractor, and shall not be compensable or reimbursable.
- C. **Homeland Security Document "I-9"**
Form attached as **Exhibit G2-2** to this Supplement G2, and incorporated in it, as that form may be modified from time-to-time.
- D. **Payment and Performance Bonds**
Payment and Performance Bonds to be in the form supplied as **Exhibit G2-3** in this Supplement G2, or in another form approved by OCA with substantially the same content, as those forms may be modified from time-to-time.



PAYMENT BOND

Project Name and Number: _____ **BBT-0001-NC-06-JS**

Project Location: _____

Owner: **Branch Banking and Trust Company**
200 West 2nd Street
Winston-Salem, NC 27101

Principal: _____ (*insert Principal name*)
_____ (*insert Principal's street address*)
_____ (*insert Principal's city, state, zip*)

Principal is a: Prime Contractor Subcontractor
(*check one*)
 Corporation Limited liability company
 Partnership Proprietorship - or
 Other _____ (*describe*)

Surety: _____ (*Surety's name*)
_____ (*Surety's street address name*)
_____ (*Surety's city, state, and zip*)
_____ (*Surety's state license or reg. no.*)

Penal Sum of the above-named Surety's Bond: \$ _____ .00

Surety's authorized representative: _____ (*name*)
_____ (*insert title of Surety's representative*)
(____) (____) - _____ (*telephone number*)
_____ (*address of Surety's representative*)
_____ (*insert city, state, zip*)

Surety's state of organization or incorporation: _____

Surety's registered agent for service of process in North Carolina: _____ (*name*)
_____ (*street address name*)
_____ (*city, state, and zip*)

Bond number: No. _____

Date of Owner-Contractor Agreement: _____, 200____

Contractual Date of Substantial Completion: _____, 200____



By this Bond, we, _____, as Principal, and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____ for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors and other Subcontractors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the Work provided in the above-referenced contract, dated _____, 200____ between Principal and Owner for construction of _____ (insert description of Work), the contract being made part of this Bond by reference; and
2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under the preceding paragraph 1. of this Bond;

then this Bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this Bond. The provisions of N.C. Gen. Stat. § 44A-16 are incorporated herein by reference.

DATED this _____ day of _____, 200____.

Surety:
 _____ (insert Surety's legal name)

signature of authorized representative

representative's printed name *title*

date signed

Attach: Surety Power of Attorney

[Persons executing Bond shall affix their corporate seals.]

Principal: _____ (insert)

Signature of Principal's authorized representative

Representative's printed name and *title*
 _____ (Seal)
Principal's Name

Address

City *State* *Zip*
 _____, 200____ (insert date)

NOTARY

Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:
 personally known to me [____], or who produced _____ (identify document) as identification.

 NOTARY PUBLIC (SEAL)
 My commission expires on _____ (date).



PERFORMANCE BOND

Project Name and Number: _____ **BBT-0001-NC-06-JS**

Project Location: _____

Owner: **Branch Banking and Trust Company**
200 West 2nd Street
Winston-Salem, NC 27101

Principal: _____ (*insert Principal name*)
_____ (*insert Principal's street address*)
_____ (*insert Principal's city, state, zip*)

Principal is a: Prime Contractor Subcontractor
(*check one*)
 Corporation Limited liability company
 Partnership Proprietorship - or
 Other _____ (*describe*)

Surety: _____ (*Surety's name*)
_____ (*Surety's street address name*)
_____ (*Surety's city, state, and zip*)
_____ (*Surety's state license or reg. no.*)

Penal Sum of the above-named Surety's Bond: \$ _____ .00

Surety's authorized representative: _____ (*name*)
_____ (*insert title of Surety's representative*)
(____) ____ - _____ (*telephone number*)
_____ (*address of Surety's representative*)
_____ (*insert city, state, zip*)

Surety's state of organization or incorporation: _____

Surety's registered agent for service of process in North Carolina: _____ (*name*)
_____ (*street address name*)
_____ (*city, state, and zip*)

Bond number: No. _____

Date of Owner-Contractor Agreement: _____, 200____

Contractual Date of Substantial Completion: _____, 200____



OBLIGATION: We, the above-named Principal and the Surety(ies) are firmly bound to Owner in the above penal sum. For the payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown immediately below the name of the particular Surety listed above. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS: The Principal has entered into the Owner-Contractor Agreement identified above.

THEREFORE: The above obligation is void if the Principal:

- (1) Performs and fulfills all the undertakings, covenants, terms, and conditions of the Owner-Contractor Agreement and any extensions thereof that are granted by Owner, with or without notice to the Surety(ies), and during the life of any guaranty, warranty, or other surviving obligation under the Owner-Contractor Agreement; and
- (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly executed modifications and Change Orders of the Owner-Contractor Agreement that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The terms of the Owner-Contractor Agreement between Principal and Owner are incorporated in this Bond.

<p>Surety: _____ (insert Surety's legal name)</p> <p>_____</p> <p><i>signature of authorized representative</i></p> <p>_____, _____</p> <p><i>representative's printed name title</i></p> <p>_____</p> <p><i>date signed</i></p> <p>Attach: Surety Power of Attorney</p> <p>[Persons executing Bond shall affix their corporate seals.]</p>	<p>Principal: _____ (insert)</p> <p>_____</p> <p><i>Signature of Principal's authorized representative</i></p> <p>_____</p> <p><i>Representatives printed name and title</i></p> <p>_____ (Seal)</p> <p><i>Principal's Name</i></p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>City State Zip</i></p> <p style="text-align: center;">NOTARY</p> <p>Sworn and subscribed before me by _____ on this _____ day of _____, 200____, who is:</p> <p>personally known to me [____], or who produced _____ (identify document) as identification.</p> <p>_____</p> <p>NOTARY PUBLIC (SEAL)</p> <p>My commission expires on _____ (date).</p>
--	--

SUPPLEMENT H

Confidentiality Agreement

Attach executed copy of Owner's form (consisting of following pages) and incorporated by reference in this Agreement.

Initials