



**EXHIBIT B**

**PAYMENT DIRECTION AGREEMENT**

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 13<sup>h</sup> day of May, 2015, between **RDH Site and Concrete, LLC** ("Contractor") and **Hidalgo County/Urban County Program** ("Obligee").

**RECITALS**

A. Contractor and Obligee have entered into a construction and services contract for street and drainage improvements, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 135 South LaSalle Street IL4-135-05-07, Chicago, Illinois 60603, attn: Arlene Kaminski (312) 992-5771 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

1. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

2. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

**HIDALGO COUNTY/Urban County Program**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

**RDH SITE AND CONCRETE, LLC**

Signature: \_\_\_\_\_

Name: Diandra DeHonds

Title: General Manager

Date: 05/13/15