

PERFORMANCE BOND

Know all Men by these Presents, THAT WE, Brady & Company, Principal (hereinafter called the Principal Obligor), and ABC Insurance & Surety Company

(SURETY COMPANY)

Surety are jointly and severally held and firmly bound unto The City of Anywhere, in the sum of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) lawful money of the United States of America, to be paid to the said City of Anywhere, its successors and assigns; to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the corporate seal of the said Brady & Company and with the corporate seal of the said "See Attached"

(SURETY COMPANY)

duly attested by the proper officers thereof.

Dated the 16th day of February, 2011 in the year of our Lord Two Thousand and Eleven.

WHEREAS, the above bounden Principal Obligor, in and by a certain contract with The City of Anywhere of even date herewith, agreed to complete the paving of Mockingbird Place and do all appurtenant and other work as ordered and required by the Streets Department in strict and exact accordance with a certain proposal and specifications attached thereto and made a part thereof as is in said contract more fully set forth.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal Obligor shall and do well and truly, in all respects, comply with all the terms, conditions and covenants contained in the above-mentioned contract, and shall and do pay unto the City of Anywhere upon demand, any and all loss, damage and expenses which the said City may or shall sustain by reason of the failure of the said Principal Obligor to comply with the terms of the said contract, it being hereby understood and agreed that the decision of the Commissioner of the Streets Department as to such failure in complying with the terms of the said contract and as to the amount of loss or damage sustained by reason thereof, being binding and conclusive upon the parties hereto, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

The undersigned Principal Obligor and surety hereby agree that no modification of the terms of the above-mentioned contract or alteration in the work to be done under it and no forbearance on the part of either the City or of the contractor to the other, either by the grant of an extension of time for the performance of the contract or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors, and administrators, successors and assigns hereunder, notice to the Surety of any such modification, alteration, extension or forbearance hereby being waived.

And we do for ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, hereby authorize and empower the City Solicitor of Anywhere or any other attorney of any court of record in USA or elsewhere by him deputized for the purpose, upon the filing of this instrument or a copy thereof, duly attested as correct by the City Solicitor of Anywhere to appear for us or either of us, our or either of our heirs, executors or administrators, successors or assigns, and in our names or in the name of either of us, our or either of our heirs, executors or administrators, successors or assigns, confess a judgment against us or either of us, our or either of our heirs, executors, administrators, successors or assigns, in favor of The City of Anywhere, for the sum named in this bond, without defalcation, with costs of suit, release of errors, and with five per centum added for collection fees; hereby waiving the benefit of all exemption laws and the holding of inquisition on any real estate that may be levied

upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that said real estate may be sold under the same and further waiving all errors, defects and imperfections whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to stay execution or appeal, shall be made or taken thereto. The right and power to appear and to enter or confess judgment herein above provided for and the right to assess damages under any such judgment shall be exercisable any number of times and shall not be exhausted by one or more uses thereof. And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

Signed, Sealed and Delivered in the presence of: I.M Notary Seal

Michael Brady Seal
President or vice President
Carol Brady Seal
Secretary/Treasurer

CORPORATE SEAL:

SURETY:

Attorney-in-Fact
(*Attached Power of Attorney. If not a resident of USA, must also be countersigned by a USA Resident Agent.)