

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 for the use of any and every person, co-partnership association or corporation interested, in the sum of \$285,000.00 lawful money of the United States of America, to be paid to the said City of Anywhere, its successors and assigns for the use of any and every person, co-partnership, association or corporation interested, to which payment, well and truly to be made, we do bind ourselves and each of use, 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 See Attached Bond
and with the corporate seal of the _____

(SURETY COMPANY)

duly attested by the proper officers thereof.

Dated the 16th day of February in the year of our Lord Two Thousand 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.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal Obligor shall and will promptly pay or cause to be paid to any and every person, co-partnership, association or corporation, all sums of money which may be due for material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the prosecution of the work covered by the above mentioned contract, whether or not the said material, equipment, machinery, public utility services, or labor enter into and become component parts of the work or improvement contemplated, including inter alias (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the site for the performance of the work covered by said contract, (b) equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies and other materials used on the side in doing such excavating as may be necessary or required to institute or perform the work specified in the contract, and (c) all material furnished, equipment or machinery rented, services rendered by public utilities and labor supplied or performed in the prosecution of work of repair or of maintenance required by or performed under the terms of said contract, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

It is understood and agreed that every person, co-partnership, association or corporation who, whether as sub-contractor or otherwise, has furnished material, rented equipment or machinery rendered services or supplied or performed labor in the prosecution of the work above mentioned and described and who has not been paid therefor, may sue in assumpsit on this bond, in the name of the City of Anywhere for his, their, or its use, and prosecute the same to final judgment, for such sum or sums as may be justly due him, them, or it and have execution thereon: PROVIDED, HOWEVER, That The City of Anywhere shall not be liable for the payment of any costs or expense of any suit.

It is likewise understood and agreed that no such suit shall be commenced prior to ninety (90) days from the date upon which the said person, co-partnership, association, or corporation furnished, leased, rented, rendered services, supplied or performed the last of the material or labor for which the said claim is made; and every such suit shall be commenced not later than one (1) year from the date of final settlement under the said contract with The City of Anywhere.

It is also understood and agreed that any such person, co-partnership, association or corporation, who has no contractual relationship, express or implied, with the Principal Obligor, shall not have a right of action upon this bond, unless the said person, co-partnership, association or corporation shall have given written notice to said Principal Obligor, or to his, their, or its surety, not later than ninety (90) days from the date on which the said person, co-partnership, association or corporation furnished, leased, rented, rendered services, supplied or performed of the material which the said with substantial accuracy, the amount claimed and the name of the party with whom the said person, co-partnership, association or corporation contracted. Said notice shall be serviced either in the manner now or hereafter provided by law for the service of a summons, save that service need not be made by the sheriff, or by mailing said notice by registered mail, postage prepaid, in an envelope addressed to the Principal Obligor as the Principal Obligor's last known place of business or residence, or to the surety at any of its offices or places of business.

The undersigned Principal Obligor and Surety, for themselves and each of them, their and each of their heirs, executors, administrators, successors and assigns, further agree, jointly and severally, that no modification, alteration, addition or extension of the terms of the above mentioned contract or alteration, addition or diminution of the work to be done under it above mentioned and described, and no forbearance on the part of either the City or of the Principal Obligor to the other, either by the grant of an extension of time for the performance of the contract, of the payments to be made under it, or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors or administrators, successors or assigns, from respective liability hereunder; notice to said surety of any such modification, alteration, addition, extension diminution and/or forbearance hereby being waived.

It is understood and agreed that the term "Principal Obligor" as used herein shall be construed to include both singular and plural, and shall be deemed to include and designate each and every of the individuals, co-partnership, associations and artificial body of persons, who have entered into the above mentioned contract with The City of Anywhere, who have been

designated above as “Principal,” and who other than the surety have signed and executed this present Indenture.

Signed, sealed and delivered in the presence of: I. M. Notary Seal

Michael Brady Seal
President or Vice President

CORPORATE SEAL:

SURETY:

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