

PERFORMANCE BOND

Bond No. 6343763

Know all men by these presents that Landmark Structures I, L.P., as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of \$2,363,000.00 Dollars for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

HIGH PRESSURE PLANE ELEVATED WATER STORAGE TOWER
NORMAN, OKLAHOMA

has entered into a written CONTRACT with the AUTHORITY, dated _____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of March, 2015, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of March, 2015.

(Corporate Seal) (where applicable)

ATTEST



Corporate Secretary (where applicable)

Mike Lamon, Vice President
Landmark Structures Management, Inc.
General Partner

Landmark Structures I, L.P.
PRINCIPAL

Signed:



Authorized Representative

Chris Lamon, VP Landmark Structures
Management, Inc. (General Partner)
Name and Title

Address:

1665 Harmon Road

Fort Worth, TX 76177

Telephone:

(817)-439-8888

(Corporate Seal)

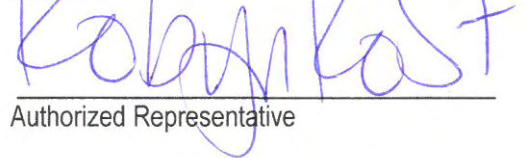
ATTEST



Corporate Secretary Karla Luongo

Fidelity And Deposit Company of Maryland
SURETY

Signed:



Authorized Representative

Robyn Rost, Attorney-In-Fact
Name and Title

Address:

c/o Zurich

1400 American Lane

Shaumburg, IL 60996

Telephone:

(847) 605-6000

LANDMARK STRUCTURES MANAGEMENT INC.

ACTION BY SOLE DIRECTOR WITHOUT A MEETING

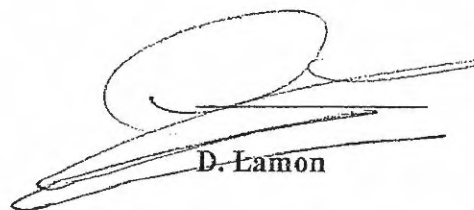
The undersigned, being the sole director of LANDMARK STRUCTURES MANAGEMENT INC, does hereby take the following action by written consent, pursuant to the provisions of section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

RESOLVED :

- 1) that Christopher Lamon, being Vice President of Landmark Structures Management Inc., general partner of Landmark Structures I, LP, is hereby authorized as follows:
 - a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP, and
 - b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.
- 2) that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon in his capacity as Vice President of Landmark Structures Management Inc. as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and Landmark Structures Management Inc.

Dated as of the 16th day of January, 2001.



D. Lamon

LANDMARK STRUCTURES MANAGEMENT INC.

ACTION BY SOLE DIRECTOR WITHOUT A MEETING

The undersigned, being the sole director of LANDMARK STRUCTURES MANAGEMENT INC., does hereby take the following action by written consent, pursuant to the provisions of section 141 (f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

RESOLVED:

- 1) that Michael Lamon, being Vice President of Landmark Structures Management Inc., general partner of Landmark Structures I, L.P., is hereby authorized as follows:
 - a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, L.P., and
 - b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.
- 2) that any bid submitted and/or any contract negotiated and/or any contract entered into by Michael Lamon in his capacity as Vice President of Landmark Structures Management Inc. as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, L.P., and Landmark Structures Management Inc.

Dated as of the 16th day of January, 2001.


Douglas Lamon

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ of _____,
 Name and Title
a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____ an individual.
 Name and Title

WITNESS my hand and seal this ____ day of _____ 20 ____.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF TEXAS)
)§
COUNTY OF TARRANT

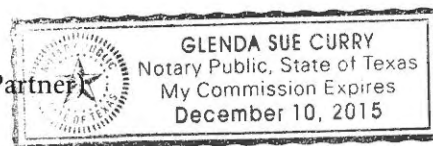
The foregoing instrument was acknowledged before me this 12 day of March,
20 15, by Chris Lamon, partner (or agent) on behalf of
Name and Title
Landmark Structures I, L.P., a partnership.

WITNESS my hand and seal this 12 day of March 20 15.

Glenda Sue Curry
Notary Public : Glenda Curry of Denton County, TX

My Commission Expires: December 10, 2015

* Vice President, Landmark Structures Management, Inc. (General Partner)



NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____
Title: Chairman

Secretary