

## PERFORMANCE BOND

Know all men by these presents, that Parkeon, Inc. as PRINCIPAL, and Westchester Fire Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of twenty seven thousand one hundred twelve DOLLARS, (\$ 27,112.00 ), 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:

### COMPLETE REVENUE CONTROL SYSTEM FOR THE GRAY STREET DOWNTOWN PARKING LOT

has entered into a written CONTRACT ( K-1415-137 ) with THE CITY OF NORMAN, dated June 23, 2015, 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 said 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 CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by 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 PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY 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 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), and the 1st day of June, 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 29th day of May, 2015.

(Corporate Seal) (where applicable)

ATTEST:

[Signature]  
Corporate Secretary (where applicable)

Parkeon, Inc.

Principal

Signed: [Signature]

Authorized Representative

Title CFO

Address: 40 Twosome Drive St 7 Moorestown NJ 08057

Telephone: 856 234 8000

(Corporate Seal) (where applicable)

ATTEST:

[Signature]  
Witness (where applicable)

Westchester Fire Insurance Company

Surety

Signed: [Signature]

Authorized Representative

Attorney In Fact - Linda M. Napolillo

Title

Address: 436 Walnut Street, WA10H, Philadelphia, PA 19106

Telephone: 215-640-1000

### CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA NJ

COUNTY OF Burlington

The foregoing instrument was acknowledged before me this 1st day of June, 2015, by Ronald Kroos, CFO (Name & Title) of Parkeon Inc, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and seal this 1st day of June, 2015.

[Signature]  
Notary Public

My Commission Expires: August 22, 2017

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Performance Bond No. B-1415-99

**April E Apfelbaum**  
Notary Public, State of New Jersey  
My Commission Expires Aug 22, 2017  
ID # 2424221

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name & Title) of  
\_\_\_\_\_, a \_\_\_\_\_.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name & Title) partner (agent) on  
behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this 10<sup>th</sup> day of June, 2015.

*[Signature]*  
CITY Attorney

Approved by the CITY OF NORMAN this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor