000700 - PERFORMANCE BOND

Bond No. 6342314

| KNOW A | ALL MEN BY THESE PRESENTS: |
|----------------------|--|
| THAT W | E, Landmark Structures I, L.P. |
| as Princi | pal, hereinafter called "Principal", andFidelity and Deposit Company of Maryland |
| | , State ofMaryland, as |
| Surety, h OK as O | ereinafter called "Surety", are held and firmly bound unto the Norman Utilities Authority, Norman bligee, hereinafter called "Owner", in the amount of: |
| in lawful | thousand, five-hundred and sixteen Dollars (\$ 88,516.00) money of the United States of America, for the payment of which sum well and truly to be made, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by sents. |
| | THE CONDITION OF THIS OBLIGATION IS SUCH THAT: |
| the | WHEREAS, the Principal entered into a Contract with the Owner by written agreement dated day of, 20, a copy of which is attached hereto and made a part hereof, er referred to as the Contract, |
| | RORINSON TOWER TANK MIXED |

ROBINSON TOWER TANK MIXER Bid Number 1415-24

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract, including without limitation the maintenance warranty thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or the Principal to the other shall not release in any way the Principal and Surety, or either of these, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set out herein.

This bond is executed pursuant to the terms of the State of Oklahoma.

Executed on this 6th day of November 20 14

SEAL

LANDMARK STRUCTURES I, L.P.

Principal

Signature

By <u>Chris Lamon</u>, Print Name and Title

Vice President of Landmark Structures

Management Inc., General Partner

SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Attorney-in-Fact - Signature

By Robyn Rost, Attorney-In-Fact

Attorney-In-Fact - Print Name and Title

NOTES: Attach Power of Attorney.

Date of Bond must not precede date of Contract.

A copy of this Bond may be filed with the Circuit Clerk in each county wherein the work is to be performed.

NORMAN UTILITIES AUTHORITY

| Approved as to form and legality this 19 day of 10 | verbe , 20 <u>L</u> | |
|---|---------------------|--|
| Çify A | ttorney | |
| Approved by the City of Norman and the Norman Utilities Authority this day of | | |
| , 20 | | |
| ATTEST: | | |
| | | |
| Secretary | Chairman | |