HDCCo Job No. _____

PERFORMANCE BOND

Bond No. _____

Agreement No. _____

Premium **$** _____

THE UNDERSIGNED, _____ as Principal (the "Principal"), and

_____ as Surety (the "Surety"), are hereby held and firmly

bound unto **Hathaway Dinwiddie Construction Company**, as Obligee (the "Obligee") in the penal sum of

_____

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain agreement which is hereto attached and made a part hereof, with the Obligee dated _____ , for _____

_____

(the "Agreement"), Agreement No. _____ and subsequent Change Orders being part of the work covered by a contract dated on or about _____ , between _____

_____ (the "Owner"), and the Obligee for

_____

(the "Contract"), which Contract and the specifications, general conditions, and all documents referenced in the Contract thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Agreement.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of the Agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by the Agreement, performance of all obligations, and guarantees of the Obligee relating to such work under the Contract; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of the Agreement, any change in the character or scope of work to be performed, or the method of performance, under the Agreement or modification of the Agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the Contract or any change that may be made in the performance of the work under the Agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alternation, modification or amendment.

In the event the Principal and the Obligee shall arbitrate any disputes, claims or other matters, the Surety shall be bound by the decision or ruling in such arbitration proceedings.

It is a further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have any right of action under this bond.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seal(s), this

_____ day of _____ , 20 ____ .

_____
Principal

_____
By   (Seal)

_____
Print Name/Title

_____
Surety Company

_____
By   (Seal)

_____
Print Name/Title

NOTE: Bond must be executed by an officer of the Bonding Company or by a duly authorized Attorney-in-Fact; signature of person executing for Surety must be **notarized**. If executed by an Attorney-in-Fact, a properly notarized **Power of Attorney** from the Bonding Company showing such authority must be attached hereto.

Person signing for the Principal must be a Company Officer or Owner; signature must be **notarized** and have the corporate seal (if incorporated).