

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

1111
\$3,412,000

Bond Number: _____

Amount: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ ("the Principal"), as Principal, and the _____ (the "Surety"), as Surety, are held firmly bound unto the Loudoun County Sanitation Authority, 44865 Loudoun Water Way, Ashburn Virginia 20147 (the "Obligee"), in the sum of _____ for the payment of which sum well and truly be made, we the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these present.

This bond shall be effective on the _____ day of _____, _____.

WHEREAS, the Principal is required by the Obligee to furnish a performance, payment and maintenance bond pursuant to the Developer Agreement between the Principal and the Obligee dated _____ (the "Agreement") for the installation of certain facilities known as LCSA Project Number _____ on the a certain tract of land located in Loudoun County and more particularly known as _____.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall well and truly at its own cost and expense complete and warrant said improvements in accordance with the Agreement, then this obligation shall become null and void, otherwise to remain in full force and effect.

Upon the Principal making written request, and the Authority's issuance of a written determination that the facilities are sufficiently complete to be placed into service, this Bond may be reduced to 20% of the above-referenced Amount.

Upon the Authority's issuance of a written determination that the facilities have been deeded to and accepted by the Authority, this bond may be reduced to 5% of the above-referenced Amount to cover the warranty and maintenance of the facilities installed, pursuant to the Agreement identified above, and shall remain in effect for one (1) year thereafter.

No party other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee shall have the rights hereunder against the Surety.

In the event of a default by the Principal under the Agreement, the Surety shall be liable only for the loss to the Obligee due to all costs of performance incurred by the Obligee in completing the construction or maintenance of the improvements or for satisfying claims of contractors and subcontractors for nonpayment by the Principal, including costs of suit, reasonable attorney fees and expert witness fees, not to exceed the maximum penalty of this bond.

Signed, seal and dated this _____ day of _____, _____

Principal:

Surety:
