

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT (WE) _____ as Principal ("Principal"), and _____ a corporation organized and existing under the laws of the _____ of _____, as Surety (the "Surety"), are held and firmly bound unto the Board of Commissioners of Lower Allen Township, Cumberland County, Pennsylvania, as Obligee ("Obligee"), as hereinafter set forth, in the full and just sum of \$ _____ dollars, lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WITNESSTH THAT:

WHEREAS, the Obligee has approved a certain plan of lots know as _____

_____ situate in the Township of Lower Allen, Cumberland County, Pennsylvania, (the "Plan"), with the express agreement and understanding that Principal herein shall construct and install _____

_____ in accordance with the terms and provisions of Lower Allen Subdivision and Land Development Ordinance (the "Ordinance") and as shown in detail in the plan of such lots and according to an agreement between the Principal and Obligee dated _____, 20____.

NOW, THEREFORE, the conditions of the obligation are such that if Principal shall faithfully and satisfactorily perform the agreement in accordance with the terms and provisions thereof, at the time and in the manner therein provided, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the agreement by the Principal, or injury or damage to persons or property into the performance thereof, and shall fully indemnify and save harmless the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any all of its officers, agents and employees may incur by reason of any such default or failure of the Principal and if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of eighteen (18) months from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the contract in accordance with the contract documents, which defeats, in the sole judgment of the Obligee or its legal successors in the interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes, and/or additions to the contract documents, and/or any alterations, changes, and/or additions to work to be performed under the contract in accordance with the contract documents, and/or alterations, changes, and/or additions to the contract, and/or any given by the Obligee of

any extensions of time for the performance of the contract in accordance with the contract documents, and/or act forbearance of either the Principal or the Oblige toward the other respect to the contract documents and the contract, and/or the reduction of any percentage to be retained by the Oblige as permitted by the contract documents and by the contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the Principal and Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20 ____.

(Individual Principal)

_____(SEAL)

Witness:

Trading and doing Business as

(Partnership Principal)

Witness:

By _____(SEAL)

By _____(SEAL)

(Corporation Principal)

ATTEST:

(Corporation Seal)

(Name of Corporation)

By _____

(Assistant Secretary)

(Vice) President

or (if appropriate)

Witness:

(Name of Corporation)

*By _____
Authorized Representative

* Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

IRREVOCABLE LETTER OF CREDIT

Date: _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Gentlemen:

At the request of _____, we hereby authorize you to draw on _____ up to an aggregated amount of _____ available by your drafts at sight accompanied by your written certification stating that you have to complete improvements as required by the Agreement dated _____, 20____, between _____ and (LOWER ALLEN TOWNSHIP)(LOWER ALLEN TOWNSHIP AUTHORITY). Such certification must enumerate the amounts payable to you from the account of _____. All drafts so drawn must be marked drawn under our credit number _____.

Upon receipt by you of such notice you may draw hereunder, without having incurred liability by reason of failure of _____ to construct and install the improvements as required by the aforesaid Agreement, by means of your drafts on us at sight accompanied by your written certification that certain of said improvements remain to be completed and that the proceeds of your drafts will be retained and used by you to make any payments which you might thereafter be required to make by reason of the failure of the said _____ to complete said improvements, and further, that you will refund to us the amount paid, less any amounts which may have been paid by you for the completion of said improvements.

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored on delivery of documents as specified if presented at this office on or before _____ or any automatically extended date, as herein before set forth.

We confirm the credit and hereby undertake that all drafts, presented as above specified, will be duly honored by us. Except so far as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credits: (1983 Revision), International Chamber of Commerce Publication 400".

Very truly yours,

(UNIFORM OF FINANCIAL INSTITUTION)

ATTEST: _____