

CONTRACT BONDS

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, LTT TRUCKING, LLC, 12135 RENOVO ROAD, P.O. BOX 254, NORTH BEND, PA, as Principal, and

Pennsylvania National Mutual Casualty Insurance Company

(Surety Company)

Penn National Insurance Plaza, Two North Second Street

Harrisburg, Pennsylvania 17105-2361 (717-732-9066)

(Address and Telephone Number)

A corporation organized and existing under the laws of the State of Pennsylvania. As Surety are held and firmly bound unto the Commonwealth of Pennsylvania as hereinafter set forth, in the full and just sums of

- (a) THREE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED SEVENTY TWO AND 89/100 DOLLARS (\$334,372.89) for faithful performance of the contract as designated in Paragraph "A"; and
- (b) THREE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED SEVENTY TWO AND 89/100 DOLLARS (\$334,372.89) for payment of labor, material, equipment rental and public utility services under the contract as designated in Paragraph "B"; and
- (c) ONE HUNDRED SIXTY SEVEN THOUSAND ONE HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$167,186.00) for maintenance upon completion of the contract as designated in Paragraph "C", lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or its assigns to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 29th day of June, 2012.

WHEREAS, the above bounden Principal has entered into a contract with the said Commonwealth of Pennsylvania, by and through the Department of Conservation and Natural Resources, dated 29th day of June, 2012, Structure Replacement, Bridge No. 09-0003, Laurel Ridge Road over Laurel Run, Forest District 09, Moshannon State Forest, Huston Township, Clearfield County, Pennsylvania, Contract No. FDC-009-7462.1. Upon certain terms and conditions in said contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the Department of Conservation and Natural Resources, acting for and on behalf of the Commonwealth of Pennsylvania, pursuant to which said contract is about to be entered into, that these presents be executed.

NOW, THEREFORE, the joint and several conditions of these Contract Bonds are such:

A. That if the above bounden Principal as CONTRACTOR shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract, including the plans and specifications and other contract documents therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were set forth herein, and shall indemnify and save harmless the said COMMONWEALTH and all of its officers, agents and employees from any expenses incurred through the failure of said CONTRACTOR to complete the work as specified and for any damages growing out of the manner of performance of said contract by said CONTRACTOR or his sub-contractors or his or their agents or servants, including patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of his sub-contractors to any individual, firm, partnership, association or corporation for all material furnished and labor supplied or performed in prosecution of the contract work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, and for rental of equipment used and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

C. That if the above bounden Principal shall remedy without cost to the COMMONWEALTH any defects which may develop during the period of one year (365 days) from the date of completion and acceptance of the work performed under said contract; provided in the judgment of the COMMONWEALTH or its successors having jurisdiction in the premises, such defects are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed, or equipment to be rented or public utility services to be rendered under it, or the giving by the COMMONWEALTH of any extension of time of the performance of the contract or any other forbearance on the part of either the COMMONWEALTH or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extensions, or forbearances being hereby waived.

The Principal and Surety hereby jointly and severally agree with the COMMONWEALTH that every individual, firm, partnership, association or corporation who, whether as sub-contractor or otherwise, has furnished material or supplied or performed labor or rented equipment in prosecution of the work as above provided and any public utility which has rendered services in, or in connection with, the prosecution of such work, and who has not been paid therefor, may sue in assumpsit on the Bond obligation set forth in Paragraph "B" hereof, in his, their, or its name for his, their or its use and prosecute the same to final judgment for such sum or sums as may be jointly due him, them or it and have execution thereon; provided, however, that the COMMONWEALTH shall not be liable for the payment of any costs or expenses of such suit.

It is further agreed that in case of default in, or any action arising out of, rights and liabilities secured by this obligation, any party hereto or any person claiming by or through such party, may use for the purposes of establishing his, its or their claim, a copy of this obligation certified to be correct by the Contracting Officer of the Department of Conservation and Natural Resources and the action or actions, if any, arising on the within bonds, shall not be a bar to any subsequent action that may arise through any liability incurred in any other section herein and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed these bonds under seal the day and year above written.

WITNESS:

LTT TRUCKING, LLC

Lisa Thompson-Munick

Tommy Thompson
(Partner)

Lisa Thompson-Munick
Typed/Printed Name

Tommy Thompson
Typed/Printed Name

Lisa Thompson-Munick

Lee Thompson
(Partner)

Lisa Thompson-Munick
Typed/Printed Name

LEE THOMPSON
Typed/Printed Name

Pennsylvania National Mutual
Casualty Insurance Company
Surety Company

ATTEST/WITNESS:

Diane L. Ott

Kenneth C. Turner
President/Attorney-in-Fact

Diane L. Ott
Typed/Printed Name

Kenneth C. Turner
Typed/Printed Name

Address of Bonding Company's
representative to be used for
contract correspondence purposes:
KOG International, Inc.
Kenneth C. Turner
14 Redwood Drive
Enola, Pennsylvania 17025

[Redacted]
Registration Number
PA Insurance Department

*Must be signed or countersigned
by a PA Resident Agent registered
with the PA Insurance Department
for Surety named on the Bonds.

Approved as to legality and form \

PRE-APPROVED
Office of Attorney General
[Signature]
Chief Assistant Counsel
Department of Conservation and
Natural Resources