

Dated 4 March 1987

MAXIM HOMES LIMITED

and

NORWICH UNION FIRE INSURANCE SOCIETY LIMITED

THE

WILTSHIRE COUNTY COUNCIL

WRAGG & CO.
WRAGG & CO.
SOLICITORS,
BIRMINGHAM.

WE HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL,
DATED THIS 9th DAY OF March 1987

Wiltshire
Wiltshire

for the construction of Estate Roads
footways drainage and lighting
(gullies and gulley connections
only) situate off Marlborough Road
Swindon (Coate Water) in the
County of Wilts.

KNOW ALL MEN BY THESE PRESENTS that MAXIM HOMES LIMITED whose registered office is situate at Maxim House 692 Bristol Road South Northfield Birmingham

(hereinafter called "the Contractors") and NORWICH UNION FIRE INSURANCE SOCIETY LIMITED whose registered office is situate at P.O. Box 6 Surrey Street Norwich

(hereinafter called "the Surety") are held and firmly bound unto the WILTSHIRE COUNTY COUNCIL of County Hall Trowbridge Wiltshire (hereinafter called "the Council") in the sum of Nineteen thousand five hundred and fifty five pounds sterling to the payment of which said sum of money well and truly to be made the Contractors and the Surety bind themselves their successors and assigns jointly and severally by these presents.

SIGNED sealed and delivered this *Four 12* day of *March*
One thousand nine hundred and eighty seven

WHEREAS the Contractors have entered into a certain written contract with the Council (hereinafter called "the Principal Agreement") bearing date the *Four 12* day of *March* One thousand nine hundred and eighty seven whereby the Contractors undertook to construct at their own expense certain new carriageways footways lighting and drainage (gullies and gulley connections only) situate off Marlborough Road Swindon (Coate Water)

Wiltshire more particularly described in the Principal Agreement which agreement with all its covenants and conditions is hereby made a part of this Bond to all intents and purposes as though the Principal Agreement had been incorporated herein.

NOW THEREFORE the condition of the foregoing obligation is such that if the Contractors shall well and truly comply with all the terms covenants and conditions of the Principal Agreement on their part to be kept observed and performed according to the tenor of the said Principal Agreement or if on default by the Contractors the Surety shall pay to the Council the full cost of constructing the said roads or such lesser sum as shall be required to complete the construction of the said roads in accordance with the terms of the Principal Agreement up to the sum of Nineteen thousand five hundred *and fifty five* pounds sterling THEN this obligation shall be null and void otherwise it shall remain in full force and virtue.

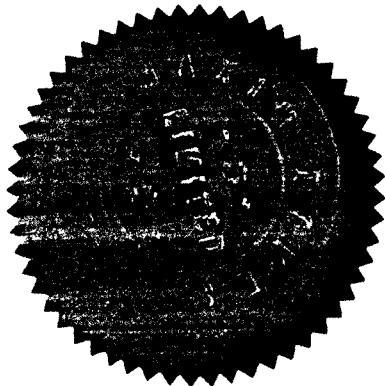


PROVIDED ALWAYS and it is hereby agreed and declared that the said Surety shall not be released or discharged from this Bond by any arrangement which may either with or without the assent or notwithstanding the dissent of the Surety be made between the Contractors and the Council either for alteration of time or variation of the works to be executed or by any dealing or transaction which may take place between the Contractors and the Council or by any act or default of any technical officer for the time being employed in or about the said works or any act or omission to act of the Council in consequence of the acts or defaults of such technical officer or by the exercise by the Council of any of its powers either under the Principal Agreement including the power to determine the same or otherwise.

IN WITNESS whereof the parties hereto have hereunto caused their respective Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of
MAXIM HOMES LIMITED
was hereunto affixed
in the presence of:-

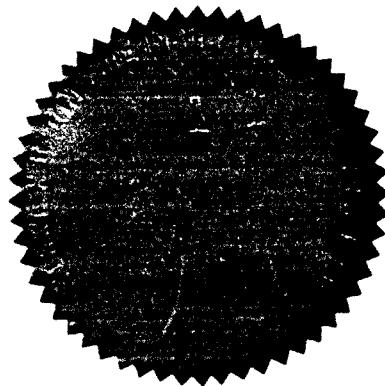
B. J. Coffey
DIRECTOR
G. A. Donegan
SECRETARY



412 JP

THE COMMON SEAL of NORWICH
UNION FIRE INSURANCE SOCIETY
LIMITED was hereunto affixed
in the presence of:-

D. A. Donegan
Authorized Signatory
Assistant Secretary



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