

PERFORMANCE BOND

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That we, _____, as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto the State of Texas in
the penal sum of: _____ Dollars
(\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the
"Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas
acting by and through the Board of Regents of Texas Southern University, as Obligee, dated _____
for the _____,
Project No. _____

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the
Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from
all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and
shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making
good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in
full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of
the determination of such default, take over and assume responsibility for completion of such Contract and become
entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory
to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its
obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications
accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work
or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees
and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the
Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as
amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this _____
day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL if a corporation)

By _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact

PAYMENT BOND

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That we, _____, as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto the State of Texas in
the penal sum of: _____ Dollars
(\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the
“Contract”), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting
by and through the Board of Regents of Texas Southern University, as Obligee, dated _____,
for the _____,
Project No. _____

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in
Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in
said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material
in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action
under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its
obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney’s fees
and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the
Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this _____
day of _____, 20____.

_____, Principal

(PRINCIPAL’S SEAL if a corporation)

By _____
Name: _____
Title: _____

_____, Surety

(SURETY’S SEAL)

By: _____
Name: _____
Attorney-in-Fact