



Bond No. _____
Account No. _____

**Independent Cannabis Testing Laboratory
LIQUID CASH PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____, as PRINCIPAL, and Utah First Federal Credit Union, a federal credit union and being duly authorized to transact financial business in the state of Utah, including the business of holding liquid cash account bonds as indemnity and suretyship in this state, with its principal office at 200 E. South Temple, Salt Lake City, Utah 84111, as SURETY, are held and firmly bound and do hereby acknowledge our indebtedness to the State of Utah, Department of Agriculture and Food, as OBLIGEE, in the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) for which payment well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the condition of this obligation is such that the Principal is obtaining a license from the Utah Department of Agriculture and Food to carry on business as an Independent Cannabis Testing Laboratory.

WHEREAS, the Principal is required to comply with the requirements of Utah Code Title 4, Chapter 41a, Cannabis Production Establishments, specifically Utah Code § 4-41a-201(2)(b)(iv) and is therefore posting this Liquid Cash Account Bond.

LIABILITY for the payment of this sum, to which we hereby obligate and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, becomes effective upon the following conditions:

1. Registration/licensing of the Principal to conduct business in this state as an Independent Cannabis Testing Facility;
2. Failure by the Principal to strictly comply with all applicable provisions of, and orders, rules and regulations issued pursuant to, Utah Code Title 4, Chapter 41a and Utah Administrative Code R68-29 through R68-.

THIS LIQUID CASH ACCOUNT BOND shall expire at such time as the Principal's registration/licensing is withdrawn, terminates through non-renewal or non-issue, or is revoked

by the Obligee except as to liability for acts or omissions which occur prior to such time. This Liquid Cash Account Bond may also be canceled by the Surety upon 30 days written notice to the Principal and the Obligee.

NO suit may be maintained to enforce any liability arising under this Liquid Cash Account Bond unless brought within one (1) years after discovery of the act or omission upon which liability is based.

IT is understood and agreed that any person(s) having a claim under the conditions of this obligation may initiate suit in any court of competent jurisdiction against the Principal and/or the Surety upon this Liquid Cash Account Bond.

The recovery under this Liquid Cash Account Bond, in any suit brought in accordance with the prior paragraph, is limited to the face amount of the Liquid Cash Account Bond inclusive of all costs, fees and expenses.

The liability of the Surety is fully extinguished upon payment of the face amount of the Liquid Cash Account Bond regardless of the number of claims, the number claimants or the number of actions commenced.

Signed, sealed and dated this _____, day of _____, _____.

Principal

By: _____

Surety

By: _____