

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That

(hereinafter called the "Principal"), as Principal and

a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto

(hereinafter called the "Obligee"), in the sum of _____ Dollars (\$ _____).

for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by

for _____ and;

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____ to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of

which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH that, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specification, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extension of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness: _____

(Principal) (Seal)

(Business Address)

Or Secretary's Attest
By: _____
(Signature and Title)

Witness: _____

(Surety)

(Business Address)

Or Secretary's Attest
By: _____
(Signature and Title)

Obligee" Mohammad Construction, LLC Subcontractor Bond Needed for Project over \$300,000.00