

**EXHIBIT H**  
**PERFORMANCE BOND Bond No.**

Claims Dept. Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
(name of subcontractor)  
a \_\_\_\_\_ corporation, of \_\_\_\_\_,  
(State of Incorporation) (address)  
as Principal (hereinafter called the "Principal"), and \_\_\_\_\_,  
(name of Surety)  
a \_\_\_\_\_ corporation, of \_\_\_\_\_,  
(address)

as Surety (hereinafter called the "Surety"), are held and firmly bound unto **MW Builders, Inc.**, a Texas Corporation (hereinafter called the "Obligee"), in the sum of and No/100 Dollars (.00), for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and the Obligee have entered into a written agreement dated (hereinafter called the "Subcontract"), for the performance by the Principal, as Subcontractor, of \_\_\_\_\_ all as more fully described and mentioned in said Subcontract, which Subcontract is hereby incorporated in and made a part of this Bond with the same force and effect as if fully set forth at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall well and truly perform all of the undertakings, covenants, terms, conditions and agreements of said contract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any warranties and guarantees contained in or required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless the Obligee of and from any and all loss, damage and expense, including cost and attorneys' fees which the Obligee may sustain by reason of the Principal's failure, neglect and/or refusal so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, agrees that its obligation shall in nowise be impaired or affected by any change, extension of time, alteration, addition, omission or other modification in or of the said Subcontract or the work to be performed thereunder and does hereby waive notice of any and all such changes, extensions of time, alterations, additions, omissions, and/or other modifications.

The Surety, for value received, agrees that, in the event Principal is declared to be in default by Obligee, that Surety will promptly pay all loss, cost or expense, including attorney's fees, penalties and other damages reasonably incurred by Obligee as a result of such default, it being the intent of this Bond to put Obligee in as good a position as it would have been in had there been no default. Without limiting the foregoing agreement by Surety, Obligee shall also have the right, but not the obligation, to demand that Surety commence the full and complete performance of all of the Principal's obligations under the Subcontract as it may be amended, within ten (10) days after notice of default from Obligee.

This Bond shall be for the sole benefit of the Obligee, its successors and assigns.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this Bond to be duly executed and acknowledged by their duly authorized officers or representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Impress Corporate Seal) \_\_\_\_\_, Principal  
By \_\_\_\_\_ (sign and print)  
Title \_\_\_\_\_  
(Impress Corporate Seal) \_\_\_\_\_, Surety  
By \_\_\_\_\_ (sign & print)  
(Title) Attorney-In-Fact

Note: An original Power of Attorney bearing the same date as Bond must be attached.