

Bond No. _____
Premium _____

SOLAR MODULE SUPPLY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ (Hereinafter called Principal), as Principal and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of _____ (hereinafter called "Surety") as Surety, are held and firmly bound unto _____ (Hereinafter called "Obligee"), as Obligee, in the penal sum of _____ and 00/100 Dollars, (\$ _____) good and lawful money of the United States of America, to be paid to the Obligee, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the _____ day of _____, 20____, Supplier entered into Purchase Agreement No. _____ with the Purchaser for furnishing materials, supplies, and equipment not furnished by the Purchaser, construction tools, equipment, and plant, and the performance of all necessary labor, for the _____ project located near _____ and in connection with the construction of certain improvements described in said Purchase Agreement; and

WHEREAS, it was a condition of the Purchase Agreement award by Purchaser that these presents be executed by the Supplier and Surety;

NOW, THEREFORE, if Supplier shall, in all particulars, well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Purchase Agreement during the original term thereof, and any extensions thereof which may be granted by Purchaser with or without notice to the Surety, and during the Purchase Agreement warranty period up to one year, and if Supplier shall satisfy all claims and demands incurred under such Purchase Agreement, and shall fully indemnify and save harmless Purchaser from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay Purchaser all outlay and expense which Purchaser may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if Supplier shall fail to pay all just claims and demands by, or on behalf of, any employee or other person, or any firm, association, or corporation, for labor performed or materials, supplies, or equipment furnished, used, or consumed by Supplier or its subcontractors in the performance of the Purchase Agreement, then the Surety will pay the full value of all such claims or demands in any total amount not exceeding the amount of this obligation, together with interest as provided by law.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Purchase Agreement or Work to be performed thereunder shall in any way affect its obligation on this bond, and the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

IN TESTIMONY WHEREOF, Supplier has hereunto set its hand and the Surety has caused these presents to be executed in its name and its corporate seal to be affixed by its attorney-in-fact this _____ day of _____, 20____.

Principal

By:

Surety

By: Attorney-in-Fact