

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____, a company organized and existing under the
laws of the _____ of _____, having its principal office at _____
_____, and authorized to do business in the Commonwealth of Pennsylvania,
as Surety (the "Surety"), are held and firmly bound unto _____,
as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____
Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves,
our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 20_____
(the "Bid"), to perform certain _____ work for the Obligee, in connection with
(Name of Contract)

(Name of Project and Location Municipality, County and State)

pursuant to Drawings, Specifications and other related documents constituting the Bidding Documents, which are incorporated into
the Bid by reference (the "Contract Documents"), as prepared by Cocalico School District, 800 S. Fourth Street, PO Box 800, Denver,
PA; and

WHEREAS, the Obligee is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of
Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of
1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee in accordance with
the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the
Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee, and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if
the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an
agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract
Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal will, truly and faithfully shall
comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in
the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the
performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the
Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and
all costs and damages, including, but not limited to, liquidated damages which the Obligee and all of its officers, agents and
employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and
shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur
by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects

which may develop during the period of TWELVE (12) MONTHS from the date of completion by the Principal and acceptance of the Oblige of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Oblige or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Oblige a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County and in such dispute resolution proceeding, Oblige may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed,

sealed and delivered this _____ day of _____, 20_____.

(Individual Principal) _____ (SEAL)
(Signature of Individual)

Trading and doing business as:

(Partnership Principal) _____
(Name of Partnership)

Witness:

_____ BY: _____ (SEAL)
 Partner

_____ BY: _____ (SEAL)
 Partner

_____ BY: _____ (SEAL)
 Partner

(Corporation Principal)

_____ (Name of Corporation)

ATTEST:

_____ BY: _____
 (Vice President)

CORPORATE SEAL

or (if appropriate)

Witness:

_____ *BY: _____
 Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(Corporation Surety)

_____ (Name of Corporation)

Witness:

_____ **BY: _____
 Attorney-in-Fact

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-In-Fact to act on behalf of the Surety. The Power of Attorney must show that the Attorney-In-Fact is a Pennsylvania Resident.

END OF DOCUMENT