

SUBCONTRACTOR'S RETAINAGE BOND – MISSOURI

(Mo.Rev.Stat. §§ 436.309 and 436.312)

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ (Subcontractor),
as principal (hereinafter "Principal"), and _____ (Surety)
(hereinafter "Surety"), a corporation authorized to do surety business in the State of Missouri, as
Surety, are held and firmly bound unto _____ (Owner),
as Obligee (hereinafter "Obligee"), in the sum of not to exceed _____
_____ (amount of Subcontractor's retainage) DOLLARS
(\$ _____), for the payment of which well and truly to be made, we bind ourselves
and our legal representatives, firmly by these presents.

THE CONDITION of the above obligation is such that

WHEREAS, the Principal is a subcontractor of _____
_____ (hereinafter "General Contractor"), the prime
contractor to Obligee, under the terms and provisions of the Subcontract dated _____,
Project No. _____ for the _____ (Name of Project)
between the Principal, as Subcontractor, and General Contractor, as Contractor, and the Principal
gives this bond to the Obligee as acceptable substitute security in exchange for payment of (1)
withheld retainage and/or (2) retainage withheld from future payments to the Principal from
General Contractor per their Subcontract, pursuant to Mo.Rev.Stat. §§ 436.309 and 436.312.

NOW, THEREFORE, if the Principal shall properly perform its obligations under the terms of its
Subcontract with General Contractor, as such performance would otherwise be secured by the
retention of retainage by the Obligee, then this obligation to be void; otherwise to remain in full
force and effect. PROVIDED, in no event shall the total liability of the Surety for any and all
breaches of the condition of this bond exceed the aforesaid maximum penal sum or the actual
amount of Retainage paid to the Principal and used by the Principal for any purpose other than
completion of the Project that the Obligee has paid in consideration of receipt of this bond that
would have otherwise been withheld as retainage, whichever is the lesser sum. PROVIDED
FURTHER, that in no event shall coverage by this bond or liability of the Surety under this bond
be deemed to extend to any other obligation of the Principal, including but not limited to,
warranty, maintenance or other obligations that may arise after retainage would have ordinarily
been released, pursuant to the subject subcontract or agreement between General Contractor and
the Obligee.

The Surety shall have a minimum of thirty (30) days after receiving written notice of a claim
under this bond before any payment of a covered claim is due. The Surety's liability under this
bond shall terminate completely upon substantial completion of the project described in the
Subcontract, as defined in Mo.Rev.Stat. § 436.327.

Dated this _____ day of _____ 200__.

_____, Principal

By: _____

_____, Surety

By: _____
_____, Attorney in Fact