

EXHIBIT I
LABOR AND MATERIAL PAYMENT BOND

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 _____ at _____ 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 promptly pay all persons having just claims for (a) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools and/or appliances and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by said Subcontract and any and all modifications thereof, whether lienable or nonlienable and whether or not permanently incorporated in said work. (b) pension, welfare, vacation and/or other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work and (c) federal, state and local taxes and/or contributions required by law to be withheld and/or paid with respect to the employment of persons upon said work, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, agrees that no change, extension of time, alteration, addition, omission or other modification of said Subcontract or the work to be performed thereunder shall in any wise impair or affect its obligation on this Bond and does hereby waive notice of any and all such changes, extensions of time, alterations, additions, omissions and/or other modifications.

The principal and the Surety, for value received, agree that this bond shall inure to the benefit of all persons having just claims as aforesaid whether or not they have any direct contractual relationship with the Principal, as well as to the benefit of the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

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 and print)
(Title) Attorney-In-Fact

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