

adjust, settle or compromise any claim, demand, suit or judgment upon said Bond(s), or any of them, unless the Undersigned shall have requested in writing that the Surety litigate such claim or demand, or defend such suit, or appeal from such judgment, and shall deposit with the Surety, at the time of the request, cash or collateral satisfactory to the Surety in an amount to be used in paying any judgment(s) rendered together with all interest, costs, expenses, fees and attorneys' fees. All damage(s), loss, cost(s), expense(s), fees including attorney's fees of any nature that the Surety may sustain or incur under this Section shall be borne solely by the Undersigned.

Section 6 - Assignment of Indemnitor's property. For the better protection of the Surety, if any bond is executed or issued by the Surety, the Undersigned, and each of them agree to and by these presents, do hereby assign, transfer and convey to the Surety, all of their right, title, interest and estate in and to all of their property, real, personal or mixed, wherever situated or of whatever nature, in which the Undersigned presently have, or may hereafter obtain, an interest including but not limited to the property hereinafter described, such assignment to be effective as of the date hereof, subject to being defeated in the event there is: no abandonment of, or breach, delay, or default in the performance of any of the obligations contained in any of the Bond(s); no abandonment of, or breach, delay or default in the performance of any of the provisions of this Agreement or any other agreement between the Surety and any one or more of the Undersigned; no failure or inability on the part of the Principal to promptly pay, satisfy or discharge any and all of the obligations which might constitute a possible claim or liability under any such Bond(s); no declaration of default by any obligee named in any such bond(s) or by any supplier or subcontractor of said Principal:

(a) All their right, title and interest in and to all equipment, machinery, tools, plant and materials of every nature and description that may now or hereafter be located in, on, or about the site of any work in any contract, and covered by any such Bond(s), or elsewhere for the purposes thereof, including all materials purchased, ordered or chargeable to any contract which may be in the process of manufacture or in construction, or in transportation, storage elsewhere or otherwise to be utilized, used or consumed in performing bonded obligations.

(b) All their right, title and interest in and to, or growing out of, any such contract or any extensions, modifications, changes, alterations or additions thereto and all their right, title and interest in and to all rights, actions, causes of action, claims and demands whatsoever which the Undersigned or any of them have or acquired in any subcontract or purchase order in connection with any such contract or bonded obligation(s), or any and all actions, causes of actions, claims and demands whatsoever against any material supplier, laborer, or any person, firm or corporation agreeing to furnish services, labor material, supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in or covered by the Bond(s) and against any surety or sureties of any party, subcontractor, laborer, or material supplier.

(c) All their right, title and interest in and to all monies due or to become due to the Undersigned under any contract(s) covered by any such Bond(s) or other obligation(s) herein or hereinafter applied for, including, but not limited to, progress payments, deferred payments, retained percentages, compensation for extra work and proceeds of any related claims, said assignment to be effective as stated above or in the event that the Surety, at its option, shall notify the obligees under any such Bond(s) that this assignment is in force. To implement the foregoing, the Undersigned hereby grant to the Surety power of attorney to endorse in their name(s) as the payee(s), and to collect any checks, drafts, warrants or other instruments made or issued in payment of any such sums and to disburse the proceeds thereof.

Section 7 - Right of Surety to have Principal treated as trustee and collateral and/or contract funds treated as trust funds. It is understood by the Undersigned, agreed and hereby expressly declared that all collateral held by Surety and/or monies due or to become due under the contract(s) or obligation(s) covered by such Bond(s) are trust funds, whether in the possession of the Principal or otherwise, for the benefit of and for payment of all obligations for performance, labor and material furnished in connection with such contract(s) or obligation(s) for which the Surety would be liable under the Bond(s); and which said trust also inures to the benefit of the Surety for any liability, loss, cost, expense or fees including attorney's fees, it may have or sustain under the Bond(s); and this Agreement and declaration shall also constitute notice of such trust.

Section 8 - Deposits of funds with Surety to cover any reserves. If for any reason the Surety shall be required or at its option and in its sole discretion shall deem it necessary to establish any reserve and/or to obtain additional collateral to cover any:

- a) Judgment, actual or contingent, with interest and costs, in any action instituted against the Principal and/or the Surety; or,
- b) Unadjusted claim(s) under the Bond(s) of which the Surety has notice, whether in suit or otherwise; or,
- c) Loss, costs, attorney's fees, engineer's fees, investigative charges and/or other disbursements and expenses in connection with the Bond(s) or in anticipation of liability there under, whether or not the Surety paid such sums or any part thereof; or,
- d) Any default(s) of the Undersigned; or,
- e) Abandonment of any contract(s), or obligation(s), or failure to comply with any material provision thereof or cease to promptly Perform any part of the work or obligation(s) required to be performed there under, or to pay any obligation(s), claim(s) of suppliers of labor, material or services required under the contract(s) or obligations; or,
- f) Should any liens be filed; or,
- g) For any disputes with the owner(s) or obligee(s); or,
- h) For any reason whatever and regardless of any proceedings contemplated or taken by the Principal or of any pending appeal;

the Undersigned, shall within 10 calendar days after receipt by any of the Undersigned of written demand by registered or certified mail, the Undersigned shall deposit with the Surety cash or collateral in the amount demanded to cover the foregoing, to be held by the Surety as collateral with the right to use any such funds or any part thereof, at any time, without notice to the Undersigned in payment or compromise of any judgment(s), claim(s), liability(ies), loss(es), damages, expense(s), fees including attorney's or other fees, and other disbursements in connection with the Bond(s) or in anticipation of loss there under. If Undersigned shall fail to deposit such cash or collateral with the Surety, upon such request, the Surety at its sole option and discretion, may engage counsel to proceed by Quia Timet or other type of suit or otherwise to procure the deposit with the Surety of cash or collateral and Undersigned shall be obligated to pay the Surety its cost(s), charges and expenses including attorney's fees, incident to such litigation.

The Surety is hereby irrevocably authorized by Undersigned to release or return to Undersigned any part of such cash or collateral at any time, without prejudice to any of the Surety's present or future rights, remedies and defenses against Undersigned. Any notice or demand hereunder shall be sufficient if sent by registered mail or certified mail to Undersigned at the address stated in this Agreement or the last known address.

Section 9 - Consent of Undersigned. Each of the Undersigned expressly consents that in the event of any action against the Surety arising out of its execution of any Bond(s) which is not handled pursuant to the provisions of Section 5 subparagraph (b), the Surety shall have the right to apply to the Court in which such action is brought for an order making the Undersigned or any one or more of them defendants and hereby further consent to the granting of such Order by the Court and each of the Undersigned agree(s) to waive service of process, consents to the jurisdiction on the Court and to become parties defendant.

Section 10 - Right of Surety to determine liability. The Undersigned consent and agree that the Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit or judgment upon the Bond(s) shall be paid, settled, defended or appealed, and its determination shall be final, conclusive and binding upon the Undersigned (except as provided in Section 5, subparagraph (b) hereof); and, any loss, costs, charges, expense or liability thereby sustained or incurred, as well as any and all disbursements on account of costs, expenses, fees and attorneys' fees, deemed necessary or advisable by the Surety, shall be borne and paid immediately by the Undersigned, together with simple interest at the rate of 12% per annum. In the event of any payment(s) including the cost of any investigation, consultant fees or any other expenses incurred, settlement, compromise, an itemized statement of the payments, loss, costs, damages, expenses or attorneys' fees, sworn to by a representative of the Surety will be furnished to the Undersigned upon written request. The voucher(s) or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the Undersigned, their trustees, heirs, assigns and successors, jointly and severally, to the Surety arising

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from any of the obligations contained in or arising from any and all obligations created by this Agreement of Indemnity or any Bond(s) written by the Surety pursuant to this Agreement, and in any and all matters arising between the Undersigned and the Surety.

Section 11 – Surety's access to financial books and records of Undersigned. Each of the Undersigned consent and agree that until the Surety shall have been furnished with written evidence of its total discharge without loss, cost or expense from any Bond; the Surety shall have the right during normal business hours to access to the books, records and accounts of each of the Undersigned for the purpose of examining the same. The Undersigned hereby authorize and request any and all depositories in which funds of any of the Undersigned may be deposited to furnish to the Surety the amount of such deposits as of any date requested and any person, firm or corporation doing business with the Undersigned is hereby authorized to furnish any information requested by the Surety concerning any transaction. The Surety may, in accordance with prevailing law and this Agreement, furnish copies of any and all statements, agreements and financial statements and any information, which is now, has or may hereafter obtain concerning each of the Undersigned, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

Section 12 – Waiver of Exemptions. Each of the Undersigned does, jointly and severally, bind his or her property and does hereby release and abandon, as to the Surety all right to claim any property, including their homestead, as exempt from levy, execution sale or other legal process under the law of any state, province or other government, as against the rights of the Surety to proceed against the Undersigned for indemnity hereunder.

Section 13 – Surety to be treated as a personal surety. The Surety shall have every right and remedy which a personal surety without compensation would have or have had, including the right to institute a Quia Timet proceeding and the right to secure its own discharge from any undertaking of suretyship entered into at the request of or for the benefit of the Undersigned, and nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Surety might have if this Agreement were not executed. The Undersigned will, on request of the Surety procure, at their sole expense, the discharge of the Surety as causes of action may accrue, and/or the termination of any suit shall not bar any subsequent requirement or action. The Surety shall be notified immediately by the Undersigned of any claim or action, which may result in a claim against or liability of the Surety, such notice to be given by registered mail to the Surety at its *Home Office, Attn: Claim Department, 1600 Aspen Commons, Middleton, WI, 53562*. In the event of legal proceedings against the Surety, upon or on account of the Bond(s) executed, the Surety may proceed as set forth in Section 8 hereof against any or all of the Undersigned. The Undersigned and each of them hereby consents to the granting entering of and to allow a judgment(s) to be rendered against any of the Undersigned, jointly and severally in like amount and in favor of the Surety, at the Sureties' sole discretion, when a judgment(s) is/are rendered against the Surety.

Section 14 – Declination to write bonds. The Surety may decline to execute any Bond(s) herein applied for and it shall not be liable to the Undersigned and the Undersigned shall make no claim for any damages alleged to arise from such declination, nor shall the Surety be liable to the Undersigned should any its Bond(s) be not accepted for any reason. Furthermore, the Surety shall have the absolute right to cancel any Bond(s) in accord with any cancellation provision contained therein, to procure its release from any Bond(s) under any applicable law pertaining to the release of sureties; and, the Surety is hereby released from any liability for expense, cost of damage alleged to be sustained by the Undersigned by reason of such cancellation or release of its bond obligation(s).

Section 15 – Rights of co-sureties and reinsurers In the event the Surety executes any Bond(s) with co-sureties or reinsures any portion of the Bond(s) or procures the execution of the Bond(s), the Undersigned agree that all the terms and conditions of this Agreement shall apply and operate for the benefit of the Surety, the co-sureties, and any reinsurer.

Section 16 – Execution of Bonds. The Undersigned warrant that each of them is specifically and beneficially interested in the obtaining of the Bond(s). The Surety may regard a written request signed by the Undersigned and addressed to the Surety or any of its agents as authority for the Surety to execute the Bond(s) specified in the request. Any bond executed upon such authority shall be subject to all of the terms and conditions of this Agreement, but the Surety does not guarantee that it will issue the Bond(s) upon such request nor can it guarantee the acceptance by the obligee(s) of the Bond(s). FURTHER, THE SURETY RESERVES the right to decline to execute any Bond(s) of any kind. Such declination shall not diminish or alter the liability of the Surety as a result of having executed any other Bond(s). The Undersigned, jointly and severally, assumes full responsibility for the final review and content of all bid documents, including all bid bonds and final bonds, whether the Undersigned so chooses to review the documents or not. The Undersigned acknowledge and agree that no act, omission, negligence, or exercise of discretion made by Surety or any agent of Surety in relation to the execution of any Bond(s) or any other documents submitted or actions taken by Surety and/or its agents in connection with any bid or proposal submitted or contemplated by any of the Undersigned shall constitute the basis for any claim against Surety or its agents or serve as an excuse for refusing to comply with the obligations of the Undersigned hereunder and the Undersigned waive and release Surety and its agents from and against any liability arising from any such act, omission, negligence or exercise of discretion.

Section 17 – Indemnity Agreement not to Limit Rights of Surety. This Agreement shall not, nor shall acceptance by the Surety of payment for its suretyship, nor agreement to accept, nor acceptance by it at any time of other collateral or security, nor assent by it to any act of the Undersigned, or of any person acting on behalf of the Undersigned, in any way abridge, defer or limit its right to be subrogated to any right or remedy, nor limit or abridge any right or remedy which the Surety otherwise might or may have, acquire, exercise or enforce, nor create any liability on the part of the Surety which would not exist were this Agreement not executed.

Section 18 – Continuing Obligation, Release of Indemnity. The Undersigned understand, recognize and agree that this Agreement is a continuing obligation applying to and for all of the purposes set forth herein coupled with that of indemnification of the Surety as to any and all Bonds (whether or not covered by any separate application signed by Undersigned; and, any such application shall be considered as merely supplemental to this Agreement heretofore or hereafter executed by the Surety on behalf of the Undersigned (whether acting alone or as a co-adventurer) until this Agreement shall be cancelled according to its terms. Any of the Undersigned may notify, in writing, the Surety at its *Branch Office, 1600 Aspen Commons, Middleton, WI 53562*, of the withdrawal by the Undersigned from this Agreement. Such notice shall be sent by certified or registered mail and shall state when, not less than thirty days after receipt of such notice by the Surety, such withdrawal shall be effective. The Undersigned will not be liable under this Agreement for any Bond(s) executed by the Surety after the effective date of such notice; PROVIDED HOWEVER that as to any and all such Bonds executed or authorized by the Surety prior to effective date of such notice and as to all and all renewals, continuation and extensions thereof or substitutions therefore regardless of when the same were or are executed, renewed, extended or continued, the Undersigned shall be and remain fully liable therefore, as if said notice had not been served. Such withdrawal by any Undersigned shall in no way affect the obligation to or operate as a release of any other of the Undersigned not having given signed written notice of termination. A non-signing spouse, shall be considered as not having requested a release and shall continue to be bound hereby.

Section 19 – Surety's right to consent to changes. The Undersigned hereby consent and agree that the Surety shall have the right, and is hereby authorized and empowered but not required: (a) To increase or decrease the penalty or penalties of any the Bond(s), to change the obligee(s) therein, to execute any continuations, enlargements, modifications and renewals thereof or substitute therefore with the same or different conditions, provisions an obligees, and with the same, larger or smaller penalties, it being agreed that this Agreement shall apply to and cover such new or changed Bond(s) or renewals even though the consent of the Surety may or does substantially increase the liability of the Undersigned; (b) To take such steps as it may deem necessary or proper to obtain the Surety's release from liability under any the Bond(s).

Section 20 - Appointment of Surety as Attorney-in-Fact of the Undersigned. The Surety shall have and may exercise, in the name of the Undersigned or otherwise, any right, remedy or demand which the Undersigned may have for the recovery of any sums paid by the Surety because of the Bond(s), or any renewals or extensions, together with all other rights, remedies and demands which the Undersigned may have. The Undersigned hereby assign these rights, remedies and demands to the Surety with full power of attorney, in the name of the Undersigned or otherwise, to do anything which the Undersigned might legally do, if personally present and if this instrument were not executed. The Undersigned hereby appoint Surety their attorney for that purpose. The Undersigned also hereby irrevocably nominate, appoint and designate the Surety, and its officers, agents and employees, as their attorney-in-fact, with the right, but not the obligation, to exercise all of the rights and interests in property of the Undersigned assigned and transferred to the Surety, and in the name of the Undersigned to make, execute and deliver any additional documents (including, but not limited to, deeds, mortgages, subordinations

agreements, financing statements and assignments) deemed necessary by the Surety in order to give full effect to the intent and meaning of this appointment and Agreement. The Undersigned hereby ratify and confirm all acts to be taken by the Surety as attorney-in-fact. The Surety shall also have the right to fill in any blanks in this Agreement, or otherwise complete it on behalf of the Undersigned. It is not intended by this assignment that the Surety shall be obligated to perform or discharge, or that it undertake, assume or become liable for performance or discharge of any of the terms, covenants or conditions on the part of the Undersigned to be kept and performed in connection with the matters and things assigned herein. Surety shall have no liability for any obligations of the Undersigned unrelated to bonds issued by Surety or this Agreement.

Section 21 - Enforcement of Agreement. The Undersigned consent and agree that the Surety shall be entitled to enforce the obligations hereof directly against any or all of the Undersigned without the necessity of first proceeding against the Principal.

Section 22 - Financing - Security Agreement. This Agreement shall constitute a Financing Statement and/or a Security Agreement for the benefit of the Surety; all in accordance with the provisions of the laws of every jurisdiction; but the filing or recording of this Agreement shall be solely at the option of the Surety and the failure to do so shall not release or impair any of the obligations of the Undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of Surety under this Agreement or otherwise.

Section 23 - Failure to Execute by Any Party. Failure to execute, or defective execution, by any Party, shall not affect the validity of this Agreement as to any other of the Undersigned executing the same and each of the other Undersigned shall remain fully bound and liable hereunder. Invalidity of any portion or provision of this Agreement by reason of the laws of any state or for any other reason shall not render the other provisions or portion hereof invalid. Execution of any application for any Bond(s) by the Undersigned, or of any other indemnity agreement by the Undersigned shall in no way abrogate, waive or diminish any rights of Surety under this Agreement. The Undersigned and each of them acknowledge that the execution of this Agreement and the undertaking(s) of indemnity were not made in reliance upon any representation concerning the financial responsibility of the Principal, or concerning the competence of the Principal to perform.

Section 24 - Liberal Construction. This obligation shall be liberally construed so as to fully protect and indemnify the Surety.

Section 25 - Changes and Modifications. This instrument may not be changed or modified orally. No change or modification shall be effective unless it is written and signed by the Parties sought to be bound.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the 2nd day of August 2013

American Power Partners, LLC (Type or Print full name of Principal)	27-4063173 Federal Tax I.D.	5LINUX Enterprises, Inc. (Type or Print full name of Principal)	83-0460140 Federal Tax I.D.
By: <u>[Signature]</u> Robert Kreppel, President Name/Title		By: <u>[Signature]</u> Michael Baron, CFO Name/Title	
By: <u>[Signature]</u> Robert Kreppel, Individual (Type or Print full name of Indemnitor)	083-50-8581 Soc.Sec. No.	By: <u>[Signature]</u> Craig Jerabeck, Individual (Type or Print full name of Indemnitor)	109-58-2502 Soc.Sec. No.
By: <u>[Signature]</u> Jason Guck, Individual (Type or Print full name of Indemnitor)	059-72-7780 Soc.Sec. No.	By: <u>[Signature]</u> Jeb Tyler, Individual (Type or Print full name of Indemnitor)	118-54-4076 Soc.Sec. No.
By: _____ (Type or Print full name of Indemnitor)	_____ Soc.Sec. No.	By: _____ (Type or Print full name of Indemnitor)	_____ Soc.Sec. No.

INDIVIDUAL ACKNOWLEDGEMENT*

State of New York County of Erie
 On this 2 day of August 2013 before me personally appeared Robert Kreppel
 known or proven to me to be the person(s) who (is)(are) the person(s) described in and who executed the foregoing instrument, and
 acknowledges to me that he/she/they executed the same.

My Commission Expires 6/8/14
 X Nicole P White (Signature and title of Notary Public - State of New York)
 NICOLE P WHITE (Seal)
 No. 01WH6008491
 Qualified in Erie County
 Commission Expires 6/8, 2014

INDIVIDUAL ACKNOWLEDGEMENT*

State of New York County of Monroe
 On this 1st day of August 2013 before me personally appeared Craig Jerabeck
 known or proven to me to be the person(s) who (is)(are) the person(s) described in and who executed the foregoing instrument, and
 acknowledges to me that he/she/they executed the same.

My Commission Expires 11/13
 X Nikki Murphy (Signature and title of official taking acknowledgement)
 NIKKI MURPHY (Seal)
 Notary Public - State of New York
 No. 01MU6213474
 Qualified in Monroe County
 My Commission Expires 11/13

INDIVIDUAL ACKNOWLEDGEMENT*

State of New York County of Monroe
 On this 1 day of August 2013 before me personally appeared Jason Guck
 known or proven to me to be the person(s) who (is)(are) the person(s) described in and who executed the foregoing instrument, and
 acknowledges to me that he/she/they executed the same.

My Commission Expires 11/13
 X Nikki Murphy (Signature and title of official taking acknowledgement)
 NIKKI MURPHY (Seal)
 Notary Public - State of New York
 No. 01MU6213474
 Qualified in Monroe County
 My Commission Expires 11/13

INDIVIDUAL ACKNOWLEDGEMENT*

State of New York County of Monroe

On this 1 day of August 2013 before me personally appeared Job Tyler known or proven to me to be the person(s) who (is)(are) the person(s) described in and who executed the foregoing instrument, and acknowledges to me that he/she/they executed the same.

My Commission Expires 11/13

X

[Signature]
NIKKI MURPHY (Seal)
Notary Public - State of New York
(Signature and title of official taking acknowledgement)
NO. 01MU6213474
Qualified in Monroe County
My Commission Expires 11/13

CORPORATE/LLC/PARTNERSHIP ACKNOWLEDGEMENT

State of New York County of Erie

On this 2 day of August 2013 before me personally appeared Robert Kreppel known or proven to me, who, being duly sworn, deposes and says he/she is the President LLC of the American Power Partners, LLC the partnership(s) or corporation(s) which executed the foregoing instrument; and if partnership(s), is duly authorized to execute said instrument as the act and deed of said partnership(s), and if corporation(s), that the seal affixed is the seal of said corporation(s) and that he/she affixed the seal and executed said instrument by order of the Board of Directors of said corporation.

My Commission Expires 6/8/14

X *[Signature]*

NICOLE P WHITE (Seal)
Notary Public, State of New York
(Signature and title of official taking acknowledgement)
No. 01WH6008491
Qualified in Erie County
Commission Expires 6/8, 2014

CORPORATE/LLC/PARTNERSHIP ACKNOWLEDGEMENT

State of New York County of Monroe

On this _____ day of August 2013 before me personally appeared Michael Baron known or proven to me, who, being duly sworn, deposes and says he/she is the CFO of the 5LINX Enterprises, Inc. the partnership(s) or corporation(s) which executed the foregoing instrument; and if partnership(s), is duly authorized to execute said instrument as the act and deed of said partnership(s), and if corporation(s), that the seal affixed is the seal of said corporation(s) and that he/she affixed the seal and executed said instrument by order of the Board of Directors of said corporation.

My Commission Expires 11/13

X *[Signature]*

(Signature and title of official taking acknowledgement)

(*NOTE: ADD ADDITIONAL SHEETS AS NECESSARY)

NIKKI MURPHY
Notary Public - State of New York
NO. 01MU6213474
Qualified in Monroe County
My Commission Expires 11/13