

**PAYMENT BOND**

**Exhibit "B"**

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS, That Nearen Construction Co., Inc.

205 Third Avenue, S.E., Cullman, AL 35055 (hereinafter called the "Principal"), as

Principal and Employers Insurance of Wausau A Mutual Company,

200 Galleria Pkwy., NW Ste 550, Atlanta, GA 30339 a corporation, duly authorized to do business in Arkansas, (hereinafter called the "Surety"), are held and firmly bound unto WAL-MART STORES, INC. (hereinafter called the "Obligee"), and its representatives, successors and assigns, in the sum of

Five Million Nine Hundred Thirty Thousand One and No/Dollars Dollars ( \$ 5,930,001 ), for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded a contract with Obligee for \_\_\_\_\_

Wal-Mart Supercenter #3271, Calera, AL

(hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment in full to all persons or entities supplying labor, material, supplies, services, utilities and equipment in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorneys' fees, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, waiver, or other modification of the terms of either the said Contract or in the said work to be performed, or in the specifications, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligee or Principal to the other, shall in anywise affect its obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons or entities as supplying labor, material, supplies, services, utilities and equipment in the prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of such persons or entities may maintain independent actions upon this Bond in the name of the person or entities bringing any such action.

Inst # 2000-30820

09/07/2000-30820  
00800-26AM CERTIFIED  
09:23  
SHELBY COUNTY JUDGE OF PROBATE  
003 HNS 13.50

SUPERCENTER - Calera, AL Store 3271 05002187

June 15, 2000



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The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 30th day of August, 2000 the name and corporate seal of each corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: Nearen Construction Co., Inc.

By: [Signature]

Title: President

205 Third Avenue, S.E., Cullman, AL 35055  
(Principal's Address)

Witness:

[Signature]  
Or Secretary's Attest

[SEAL]

SURETY: Employers Insurance of Wausau A Mutual Company

By: [Signature]

Title: Stephen A. Benson (Attorney-In-Fact)

200 Galleria Pkwy., NW Ste 550, Atlanta, GA 30339  
(Surety's Address)

Witness:

[Signature]  
Or Secretary's Attest

[SEAL]

[Attach Power of Attorney if executed by  
attorney-in -fact on behalf of Surety]

END OF PAYMENT BOND

00800 - 27



# EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of

Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint

**A. NOEL SULLIVAN, JR., REBA L. ADAMS, LESLIE PATTERSON,**

**MARSHALL T. POLK III, STEPHEN A. BENSON**

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF **INCLUDING CONSENTS OF SURETY AND WAIVERS TO THE CONDITIONS OF CONTRACTS. NOT TO EXCEED THE PENAL SUM OF TEN MILLION DOLLARS**

**(\$10,000,000.00)**

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be

signed by the vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1st day of JUNE, 1999.



EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By Timothy C. Mulloy  
Timothy C. Mulloy

Vice President

Attest:

R. J. Besteman  
R. J. Besteman Assistant Secretary

Inst # 2000-30820

STATE OF WISCONSIN )

) ss.

COUNTY OF MARATHON )

On this 1ST day of JUNE

Timothy C. Mulloy

09/23/2000-30820  
SHELBY COUNTY JUDGE OF PROBATE  
003 HAS 13.50

1999, before me personally came

and say that he is a vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Patricia A. Herdina

Patricia A. Herdina  
NOTARY PUBLIC

Notary Public

STATE OF WISCONSIN )

) ss.

CITY OF WAUSAU )  
COUNTY OF MARATHON )

STATE OF WISCONSIN  
MY COMMISSION EXPIRES MAY 19, 2002  
CERTIFICATE



I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK, remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 30th day of August, 2000



R. J. Besteman  
R. J. Besteman

Assistant Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, CALL TOLL FREE (800) 826-1661. (IN WISCONSIN, CALL (800) 472-0041).

WARNING THIS IS AN INVALID POWER OF ATTORNEY IF THIS STATEMENT DOES NOT APPEAR IN RED INK.