

**PERFORMANCE BOND**

BOND NO. 20BCSCH0425



**Exhibit "A"**

**Page 1 of 2**

KNOW ALL MEN BY THESE PRESENTS That Pinkerton & Laws, Inc., 1165 Northchase Parkway, Suite 100, Marietta, GA 30067 (hereinafter called the "Principal") as Principal and Hartford Accident and Indemnity Company, P.O. Box 88288, Atlanta, GA 30356-8288 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 Seven Million Three Hundred Forty-One Thousand Seven Hundred Forty-Eight and no/100-----Dollars (\$7,341,748. ), 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 the presents.

WHEREAS, the Principal has been awarded a contract with Obligee for Wal-Mart Store #5262, Hwy 31 & Winslett Road, Pelham, Alabama

(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 above bounden Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, and agreements of said contract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any maintenance obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of 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, expense, including cost and reasonable 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 Surety or Principal to the other, shall in any way affect said Surety's obligation on this Bond, and said Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

Any suit or action under this bond must be instituted in a court of competent jurisdiction within two (2) years from the date on which final payment under the Contract falls due.

Exhibit "A"  
Page 2 of 2

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 bounden parties have executed this instrument under their several

seals this 23rd day of July, 2003 the name and 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: PINKERTON & LAWS, INC.

By: 

LAWRENCE D. COIL

Title: PRESIDENT

1165 NORTHCHASE PARKWAY, SUITE 100  
(Principal's Address)

MARIETTA, GA 30067

Witness:

  
Or Secretary's Attest

{SEAL}

SURETY: HARTFORD ACCIDENT AND INDEMNITY COMPAN

By: 

TATE WRIGHT, JR.

Title: ATTORNEY-IN-FACT

P. O. BOX 88288

(Surety's Address)

ATLANTA, GA 30356-8288

Witness:

  
Or Secretary's Attest

{SEAL}

{Attach Power of Attorney If executed by  
attorney-in-fact on behalf of  
Surety}



**PAYMENT BOND**

BOND NO. 20BCSEH0425

**Exhibit "B"**

**Page 1 of 2**



KNOW ALL MEN BY THESE PRESENTS, That Pinkerton & Laws, Inc., 1165 Northchase Parkway, Suite 100, Marietta, GA 30067 (hereinafter called the "Principal"), as Principal and Hartford Accident and Indemnity Company, P.O.Box 88288, Atlanta, GA 30356 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 Seven Million Three Hundred Forty-One Thousand Seven Hundred Forty-Eight and no/100----- Dollars (\$7,341,748 ). 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 Store #5262, Hwy 31 & Winslett Road, Pelham, Alabama

(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, expense, including cost and reasonable 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 Surety or Principal to the other, shall in any way 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 persons or entities bringing any such action.

No suit or action shall be commenced by any claimant after the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any such limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period limitation permitted by such law.

Exhibit "B"  
Page 2 of 2

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

23rd day of July, 2003 the name and 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: PINKERTON & LAWS, INC.

By: 

LAWRENCE D. COIZ

Title: PRESIDENT

1165 NORTHCHASE PARKWAY, SUITE 100  
(Principal's Address)

MARIETTA, GA 30067

Witness:

  
Or Secretary's Attest

{SEAL}

SURETY: HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: 

TATE WRIGHT, JR

Title: ATTORNEY-IN-FACT

P.O. BOX 88288  
(Surety's Address)

ATLANTA, GA 30356-8288

Witness:

  
Or Secretary's Attest

{SEAL}

{Attach Power of Attorney If executed by  
attorney-in-fact on behalf of  
Surety}



☒ Hartford Fire Insurance Company  
☒ Hartford Casualty Insurance Company  
☒ Hartford Accident and Indemnity Company  
☐ Hartford Underwriters Insurance Company

Twin City Fire Insurance Company ☐  
Hartford Insurance Company of Illinois ☐  
Hartford Insurance Company of the Midwest ☐  
Hartford Insurance Company of the Southeast ☐

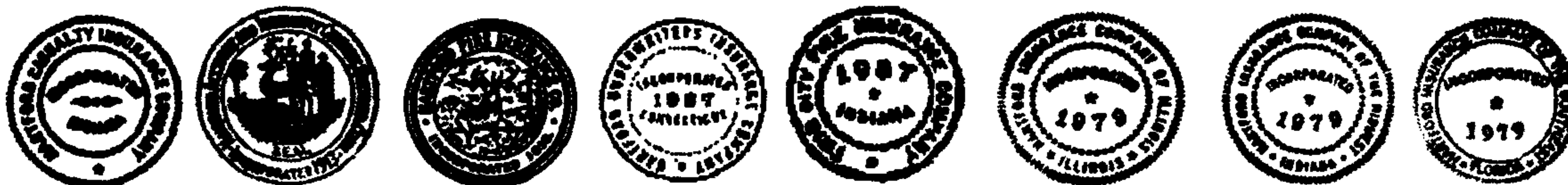
KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company*, *Hartford Accident and Indemnity Company* and *Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, *Twin City Fire Insurance Company* and *Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited:**

Tate Wright, Jr., Tate Wright, III  
of  
Atlanta, GA

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Shelby Cnty Judge of Probate, AL  
08/04/2003 09:39:00 FILED/CERTIFIED

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholz*

Paul A. Bergenholz, Assistant Secretary

*John P. Hyland*

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 19<sup>th</sup> day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Jean H. Wozniak*

Jean H. Wozniak  
Notary Public  
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 23, 2003.

Signed and sealed at the City of Hartford.



*Colleen Mastroianni*

Colleen Mastroianni, Assistant Vice President