

PERFORMANCE BOND.  
Exhibit "A" to Supplementary Conditions

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

205 Third Avenue SE, Cullman, AL 35055  
(hereinafter called the "Principal"),

as Principal and Liberty Mutual Insurance Company, 5100 Poplar Ave., Ste. 2401  
Memphis, TN 38137

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  
Six Hundred Fourteen Thousand Dollars (\$ 5,614,000.00)

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 WalMart Supercenter  
#423-03, Alabaster, 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 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, 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 Surety, 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.

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  
6th day of December, 2004, 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: 

00800 - 27

Alabaster, AL - 96100146

Revised: 10/15/04 - Rev. #2  
June 24, 2004

Title: President

205 Third Avenue SE  
(Principal's Address)

Cullman, AL 35055

Shawn K Smith  
Witness:

\_\_\_\_\_  
Or Secretary's Attest

[SEAL]

SURETY: Liberty Mutual Insurance Company

By: Shane

Title: Attorney-in-Fact

5100 Poplar Ave, Ste. 2401, Memphis, TN  
(Surety's Address) 38137

Witness:  
Shannon Hord  
Or Secretary's Attest

[SEAL]

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



PAYMENT BOND

Exhibit "B" to Supplementary Conditions

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

205 Third Avenue SE, Cullman, AL 35055

(hereinafter called the "Principal"), as Principal and  
Liberty Mutual Insurance Company- 5100 Poplar Ave., Ste. 2401,  
Memphis, TN 38137 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

Six Hundred Fourteen Thousand ----- Dollars( 5,614,000.00-----) 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 WalMart Supercenter

423-03, Alabaster, 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.

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 6th  
day of Dec 2004 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: Nearen Construction Co., Inc.

By: 

Title: President

205 Third Ave SE, Cullman, AL 35055  
(Principal's Address)

Witness:

Sham K Smith  
Or Secretary's Attest

[SEAL]

SURETY: Liberty Mutual Insurance Company

By: Shahar

Title: Attorney-in-Fact

5100 Poplar Ave., Ste. 2401, Memphis, TN  
(Surety's Address) - 38137

Witness:

Sharon Hail  
Or Secretary's Attest

[SEAL]

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



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **STEPHEN A. BENSON, MARSHALL T. POLK III, SHANNON HORD, ALL OF THE CITY OF NASHVILLE, STATE OF TENNESSEE**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TEN MILLION AND 00/100** DOLLARS (\$ **10,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of November, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

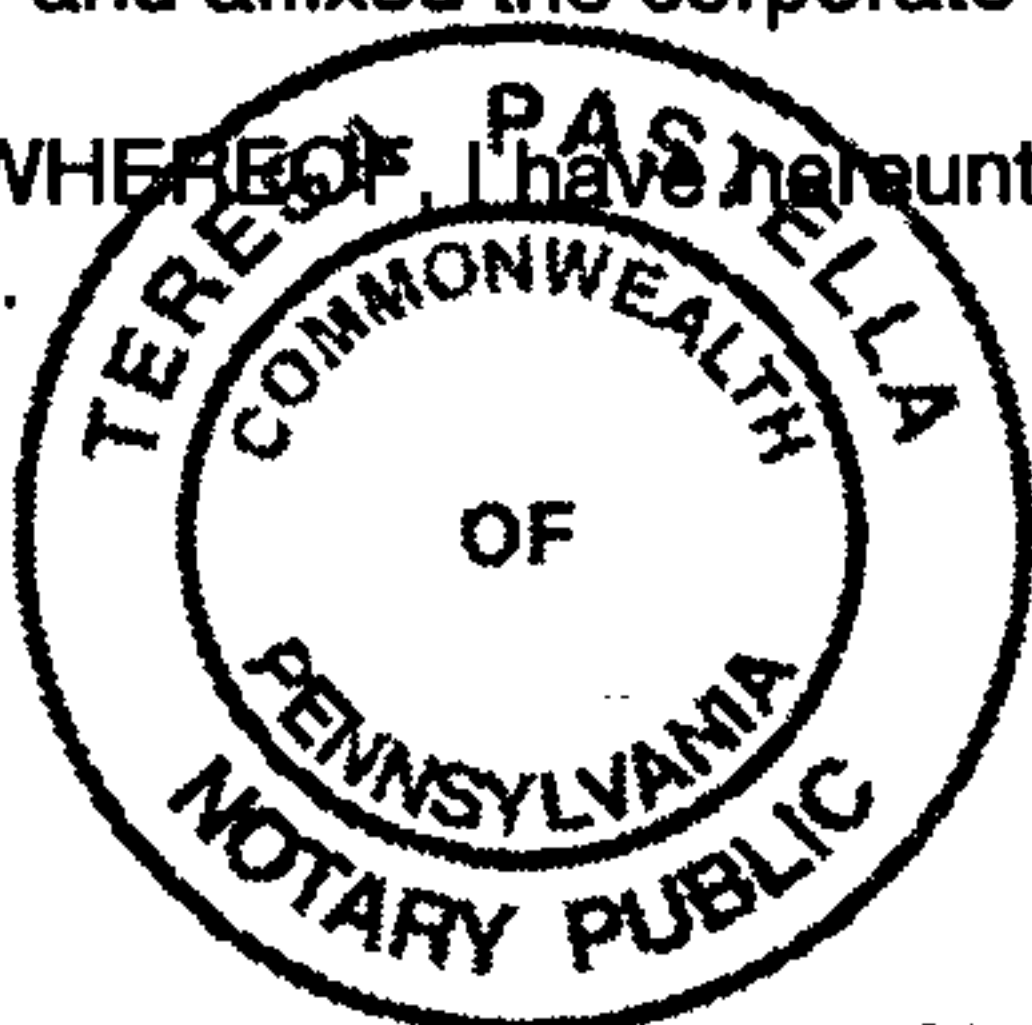
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 5th day of November, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of December, 2003.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney



**NOTICE FROM SURETY REQUIRED BY  
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

**NOTICE FORMS PART OF BOND**

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

**DISCLOSURE OF PREMIUM**

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION  
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.