

Bond #21BCSCV0004

PERFORMANCE BOND

Exhibit "A" to Supplementary Conditions

KNOW ALL MEN BY THESE PRESENTS, That **McWHORTER AND CO., INC., PO Box 907, Anniston, AL 36202** (hereinafter called the "Principal"), as Principal and

Hartford Accident & Indemnity Company

a corporation, duly authorized to do business in **Alabama** (project state) (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 **One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00)** 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 **Wal-Mart #2111-107, 5335 Hwy. 280 So., Hoover (E), AL 35242 - RM -1** (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 bound 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 bound parties have executed this instrument under their several seals this 10th day of April, 2009 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: McWHORTER AND CO., INC.

By: 

Thomas P. Brock

Title: Vice President

PO Box 907, Anniston, AL 36202
(Principal's Address)


Witness:

Or Secretary's Attest

[SEAL]

SURETY: Hartford Accident & Indemnity Company

By: 

Title: Tony Truitt, Attorney-in-Fact

Truitt Insurance Agency
P. O. Box 531010
Birmingham, AL 35253


(Surety's Address)


Witness:

Or Secretary's Attest

[SEAL]

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


20090417000141480 2/5 \$23.00
Shelby Cnty Judge of Probate, AL
04/17/2009 12:10:28PM FILED/CERT

PAYMENT BOND

Exhibit "B" to Supplementary Conditions

KNOW ALL MEN BY THESE PRESENTS, That McWHORTER AND CO., INC., PO Box 907, Anniston, AL 36202 (hereinafter called the "Principal"), as Principal and

Hartford Accident & Indemnity Company

a corporation, duly authorized to do business in Alabama (project state) (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

One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00)


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 Wal-Mart #2111-107, 5335 Hwy 280 So., Hoover (E), AL 35242 - RM-1 (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 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 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.


20090417000141480 3/5 \$23.00
Shelby Cnty Judge of Probate, AL
04/17/2009 12:10:28PM FILED/CERT

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 10th day of April, 2009 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: McWHORTER AND CO., INC.

By: 

Thomas P. Brock

Title: Vice President

PO Box 907, Anniston, AL 36202
(Principal's Address)


Witness:

Or Secretary's Attest

[SEAL]

SURETY: Hartford Accident & Indemnity Company

By: 

Title: Tony Truitt, Attorney-in-Fact

Truitt Insurance Agency, Inc.

P. O. Box 531010

Birmingham, AL 35253


(Surety's Address)


Witness:

Or Secretary's Attest

[SEAL]

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


20090417000141480 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
04/17/2009 12:10:28PM FILED/CERT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21=250686

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ 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:**

John H. Truitt, Gail Truitt, B.D. Cook, Tony Truitt
of
Birmingham, AL

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 July 21, 2003 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. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; 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

Scott E. Paseka

Notary Public

My Commission Expires October 31, 2007

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 April 10, 2009.

Signed and sealed at the City of Hartford.



20090417000141480 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
04/17/2009 12:10:28PM FILED/CERT

Yves Cantin

Yves Cantin, Assistant Vice President