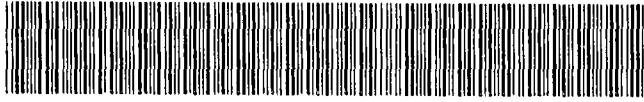


C/LIEN 2010060719



JUL 09 2010 14:24 P 7

*c/Lien 67-36854*  
 FEE 35.50 FB 67-36854  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP SB paid  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_  
 P

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 7/9/2010 14:24:35.46



2010060719

The Legal Description for Wal-Mart #1637-09, 6304 North 99<sup>th</sup> St., Omaha, NE 68134 is as follows:

Lot 1, Starwood South Replat, a Subdivision in Douglas County, Nebraska.

Return to:  
 Oakview Construction, Inc. Attn: Tim Meyer.  
 2618 S. 156<sup>th</sup> Cir.  
 Omaha NE 68130

PERFORMANCE BOND  
Exhibit "A" to the General Conditions

KNOW ALL MEN BY THESE PRESENTS, That OAKVIEW CONSTRUCTION, INC.

                     (hereinafter called the "Principal"), as Principal and SAFECO INSURANCE COMPANY OF AMERICA, a corporation, duly authorized to do business in Nebraska (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 Two Million Two Hundred Seventy One Thousand Five Hundred and 00/100 ----- Dollars (\$ 2,271,500.00 ) 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 #1637-09 PARKING LOT REHABILITATION, 6304 North 99th St., OMAHA, NE 68134, OAKVIEW JOB #53-10-691 (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 2nd day of July, 2010, 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: OAKVIEW CONSTRUCTION, INC.

By: Michael J. Furlong, Pres. CEO

Title: President + CEO

2618 S. 156th Circle  
Omaha, NE 68130

(Principal's Address)

[Signature]  
Witness: LEONARD C. MOLLAK, JR.

Or Secretary's Attest

[SEAL] NO SEAL

SURETY: SAFECO INSURANCE COMPANY OF AMERICA

By: Diana L. Parker

Title: Diana L. Parker, Attorney-in-Fact

1001 Fourth Avenue, Safeco Plaza  
Seattle, WA 98154

(Surety's Address)

Witness:

Christina Streaker  
~~CHRISTINA STREAKER~~  
Christina Streaker, Witness

[SEAL]

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

PAYMENT BOND

Exhibit "B" to the General Conditions

KNOW ALL MEN BY THESE PRESENTS, That OAKVIEW CONSTRUCTION, INC.  
 \_\_\_\_\_ (hereinafter called the "Principal"), as  
 Principal and SAFECO INSURANCE COMPANY OF AMERICA  
 \_\_\_\_\_,  
 a corporation, duly authorized to do business in  
Nebraska (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  
Two Million Two Hundred Seventy One Thousand Five Hundred  
and 00/100 ----- Dollars (\$2,271,500.00) 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 #1637-09 PARKING LOT REHABILITATION, 6304 North 99th St.,  
OMAHA, NE 68134, OAKVIEW JOB #53-10-691 (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.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 2nd day of July, 2010, 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: OAKVIEW CONSTRUCTION, INC.

By: Michael Henning, Pres & CEO

Title: Pres: Sent & CEO

2618 S. 156th Circle  
Omaha, NE 68130

(Principal's Address)

Witness: [Signature]

Or Secretary's Attest  
LEONARD C. MOLLAK, JR. - WITNESS

[SEAL] NO SEAL

SURETY: SAFECO INSURANCE COMPANY OF AMERICA

By: [Signature]

Title: Diana L. Parker, Attorney-In-Fact

1001 Fourth Avenue, Safeco Plaza  
Seattle, WA 98154

(Surety's Address)

Witness: [Signature]

CHRISTINA STREAKER  
Christina Streaker, Witness

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

POWER  
OF ATTORNEY

No. 13188

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*RICHARD G. AVERY; THOMAS BEAN; KAREN C. BOWLING; GEORGE O. BREWSTER; PETER F. JONES; SUSAN LUPSKI; GERARD S. MACHOLZ; CAMILLE MAITLAND; DIANA L. PARKER; ROBERT T. PEARSON; RITA SAGISTANO; Garden City, New York; KATHLEEN M. CRISTIANO; JOSEPH DOBKOWSKI, JR.; ADRIANNE SCALERA; Clark, New Jersey; RUSSELL M. CANTERBURY; JOANN DOMBROWSKI; MARION R. VAIL; Farmington, Connecticut\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 23rd day of April, 2010

*Dexter R. Legg*

*TAMIKOLAJEWSKI*

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 2nd day of July, 2010



*Dexter R. Legg*

Dexter R. Legg, Secretary