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Register of Deeds, Douglas County, NE
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2013107478

PERFORMANCE AND PAYMENT BONDS # 0180271

FOR
NEIGHBORHOOD MARKET # 4139, OMAHA, NE

PREPARED BY:
BERKLEY REGIONAL INSURANCE CO
RICHARD D. JONES
11201 DOUGLAS
URBANDALE, IA 50322
515-473-3172

OWNER: WAL-MART STORES, INC.

GENERAL CONTRACTOR: COLCON INDUSTRIES CORPORATION
217-728-2313

RETURN TO:
COLCON INDUSTRIES CORPORATION
1179 STATE HWY 32
SULLIVAN, IL 61951
VIA ENCLOSED OVERNIGHT
FEDEX ENVELOPE

ck.035279

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 and Lot 2, Poppleton Park Replat One, City of Omaha, Douglas County, Nebraska.

PERFORMANCE BOND
Exhibit "A" to the General Conditions

Bond No: 0180271

KNOW ALL MEN BY THESE PRESENTS, That Colcon Industries Corporation

(hereinafter called the "Principal"), as Principal and Berkley Regional Insurance Company
Nebraska, a corporation, duly authorized to do business in
(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
Five Million Four Hundred Fourteen Thousand Two Hundred Fifty and 00/100 Dollars (\$ 5,414,250.00) 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 Neighborhood Market, Omaha
(Saddlecreek), NE Store Number: 4139 (R-C-41-RX-L) Project Number: 1120521 (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 October, 2013, 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: Colcon Industries Corporation

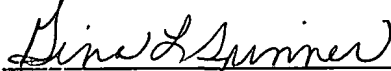
By: 

Title: Jeffrey M. Mitchell, President

RR#2 South, Route 32, Sullivan, Illinois 61951

(Principal's Address)

Witness:



Or Secretary's Attest

GINA L. SPINNER SECRETARY

[SEAL]

SURETY: Berkley Regional Insurance Company

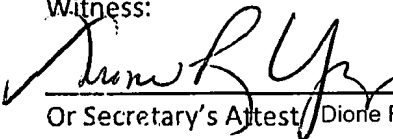
By: 

Title: Stacy L. Venn, Attorney-in-Fact

11201 Douglas, Urbandale, Iowa 50322

(Surety's Address)

Witness:



Or Secretary's Attest Dione R. Young

[SEAL]

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

PAYMENT BOND

Bond No: 0180271

Exhibit "B" to the General Conditions

KNOW ALL MEN BY THESE PRESENTS, That Colcon Industries Corporation
(hereinafter called the "Principal"), as Principal and Berkley Regional Insurance Company
(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 Four Hundred Fourteen Thousand Two Hundred Fifty and 00/100 Dollars (\$5,414,250.00) 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 Neighborhood Market, Omaha (Saddlecreek), NE Store Number: 4139 (R-C-41-RX-L) Project Number: 1120521 (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 10th day of October, 2013, 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.

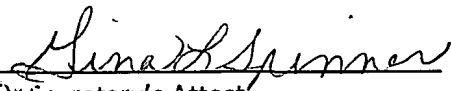
PRINCIPAL: Colcon Industries Corporation

By: 

Title: Jeffrey M. Mitchell, President

RR#2 South, Route 32, Sullivan, Illinois 61951
(Principal's Address)

Witness:


Or Secretary's Attest

GINA L. SPINNER, SECRETARY
[SEAL]

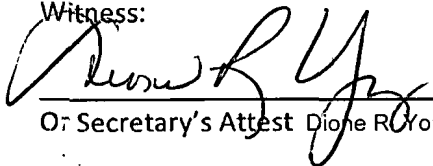
SURETY: Berkley Regional Insurance Company

By: 

Title: Stacy L. Venn, Attorney-in-Fact

11201 Douglas, Urbandale, Iowa 50322
(Surety's Address)

Witness:


Or Secretary's Attest Dione R. Young

[SEAL]

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

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Cindy G. Bennett, Anne T. Crowner, Brian M. Deimerly, Jay D. Freiermuth, Craig E. Hansen, Stacy L. Venn, Lacey Cramblit, Timothy J. McCulloh, Shirley S. Bartenhagen or Dione R. Young of Holmes Murphy & Associates, Inc. of West Des Moines, IA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28 day of December, 2012.

Attest:

Berkley Regional Insurance Company

By

Ira S. Lederman

Senior Vice President & Secretary

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28 day of December, 2012, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
 MY COMMISSION EXPIRES JUNE 30, 2017

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 10th day of October, 2013.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.