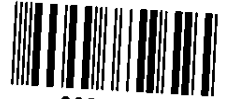


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2000-05-05 13:05:46
Cook County Recorder 31.50



00317602

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

PERFORMANCE BOND

Exhibit "A"
Page 1 of 2

SB0062798

KNOW ALL MEN BY THESE PRESENTS, That Osman Construction Corporation
70 West Seegers Road, Arlington Hts. IL (hereinafter called the "Principal"),
as Principal and CGU Insurance Company, 2455 Corporate West Drive,
Lisle, IL 60532
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
Four Million, Five Hundred Thousand and 00/100 Dollars \$ 4,500,000.00),
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 General Construction at
Wal-Mart, 170 & Torrence, Lansing, IL
(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.

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 4th day of May, 2000 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: Osman construction Corporation

By: [Signature]

Title: Secretary

70 West Seegers Rd., Arlington Hts., IL
(Principal's Address)

Witness:

Or Secretary's Attest

[SEAL]



Witness: Susan Leone

Or Secretary's Attest

[SEAL]

SURETY: CGU Insurance Company

By: Richard T. Scodro

Title: Attorney-in-Fact

2455 Corporate West Drive,
(Surety's Address) Little, IL 60532

[Signature]

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

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PAYMENT BOND

Exhibit "B"

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS, That Osman Construction Corporation
70 West Seegers Rd., Arlington Hts., IL (hereinafter called the "Principal"), as
Principal and CGU Insurance Company, 2455 Corporate West Drive,
Lisle, IL 60532

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

Four Million, Five Hundred Thousand & 00/100 Dollars (4,500,000.00),
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 General Construction
at Wal-Mart, 170 E Torrence, Lansing, IL
(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.

00800 - 21

WM - Lansing, IL 01002040

May 19, 1999

CGU

Power of

Attorney

GA0251628

KNOW ALL MEN BY THESE PRESENTS, that the CGU INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Boston, Massachusetts, hath made, constituted and appointed, and does by these presents make and constitute and appoint Bruno Scodro, Bruce Scodro, Richard Scodro, Nadine Antonini, William Ryan, all of the City of Chicago, State of Illinois each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of

Twenty-Five Million DOLLARS

(\$25,000,000.00)

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Assistant Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the CGU INSURANCE COMPANY, at a meeting duly called and held on the second day of November, 1998:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary, and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments, and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the CGU INSURANCE COMPANY at a meeting duly called and held on the second day of November, 1998:

Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by, acts made to any power of attorney or to any certificate relating thereto appointing Attorney-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company, or their original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the CGU INSURANCE COMPANY has caused these presents to be signed by its Senior Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary on the 3rd day of January, 2000.

CGU INSURANCE COMPANY

Attest:

James E. Carroll
James E. Carroll - Assistant Secretary



By

Dennis S. Perler
Dennis S. Perler - Senior Vice President

COMMONWEALTH OF PENNSYLVANIA
PHILADELPHIA COUNTY

On this 3rd day of January, 2000, before me personally came Dennis S. Perler, Senior Vice-President and James E. Carroll, Assistant Secretary of the CGU INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn severally and each for himself depose and sayeth that they are the said officers of the Company aforesaid; and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



NOTARIAL SEAL
LINDA MILLER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 3, 2001

Linda Miller
Linda Miller - Notary Public

CERTIFICATE

(My Commission expires September 3, 2001)

I, the undersigned, Assistant Secretary of the CGU INSURANCE COMPANY, a Pennsylvania Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and furthermore, that the Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed: Dated: 4th day of May, 2000



James E. Carroll
James E. Carroll - Assistant Secretary

This Power of Attorney may not be used to execute any bond with an inception date after

January 3, 2004

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UNOFFICIAL COPY

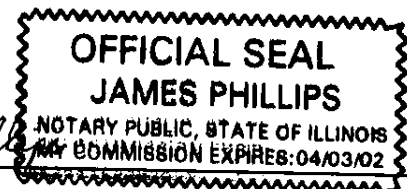
Property of Cook County Clerk's Office



State of Illinois
County of DuPage

On this 4th day of May, 2000, before me
personally appeared Richard T. Scodro, known to me
to be the Attorney-in Fact of CGU Insurance Company the corporation
that executed the within instrument, and acknowledged to me
that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, at my office in the aforesaid county, the day and year
in this certificate first above written.



James Phillips
James Phillips (Notary Public)

Wal-Mart
Lansing, Illinois

Legal Description

Being a resubdivision of part of Outlot A, Outlot B and Lot 9 in the Landings P.U.D. subdivision, being a subdivision of part of the Southwest $\frac{1}{4}$ of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded August 15, 1985 as Document Number 85148127, in Cook County, Illinois.

PIN'S: 30-19-300-020
30-19-300-029
30-19-300-030

Prepared By
and Mail To



OSmon Construction Corporation

70 West Senger Road

Arlington Heights, Illinois 60005