

Bond No. 400SU9352

KNOW ALL MEN BY THESE PRESENTS, That Weis Builders, Inc.

(hereinafter called the "Principal"),

as Principal and St. Paul Fire and Marine Insurance Company

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

SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND AND NO/100-- Dollars (\$ 7,842,000.),

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 _____

Palatine

(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.



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00800 - 17

Palatine, IL Store 5276 01002341

Doc#: 0327649212
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 10/03/2003 01:15 PM Pg: 1 of 6

Exhibit "A"
Page 2 of 2

UNOFFICIAL COPY

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 19th day of September, 2003 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: Weis Builders, Inc.

By: Cassandra A. Mann

Title: LFO

7645 Lyndale Ave. S., Minneapolis, MN 55423
(Principal's Address)

Witness:

Vicki Schauf

Or Secretary's Attest

[SEAL]

SURETY: St. Paul Fire and Marine Insurance Company

By: Laurie P. [Signature]

Title: Laurie P. [Signature], Attorney-in-fact

385 Washington Street, St. Paul, MN 55102
(Surety's Address)

Witness:

Sue Lucas

Or Secretary's Attest

[SEAL]

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

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UNOFFICIAL COPY**PAYMENT BOND**

Exhibit "B"

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Bond No. 400SU9352

KNOW ALL MEN BY THESE PRESENTS, That Weis Builders, Inc.

(hereinafter called the "Principal"), as

Principal and St. Paul Fire and Marine Insurance Company

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

SEVEN MILLION EIGHT HUNDRED FORTY TWO THOUSAND AND NO/100- 7,842,000.
Dollars (_____),

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 _____

Palatine

(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.

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Palatine, IL Store 5276 01002341

04/17/03

UNOFFICIAL COPY

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

19th day of September, 200 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: Weis Builders, Inc.

By: Cassandra Warner

Title: CFO

7645 Lyndale Ave. S., Minneapolis, MN 55423
(Principal's Address)

Witness:

Vale Schraut
Or Secretary's Attest

[SEAL]

SURETY: St. Paul Fire and Marine Insurance Company

By: Lairie Pflug

Title: Lairie Pflug, Attorney-in-fact

385 Washington Street, St. Paul, MN 55423
(Surety's Address)

Witness:

Sue Lucas
Or Secretary's Attest

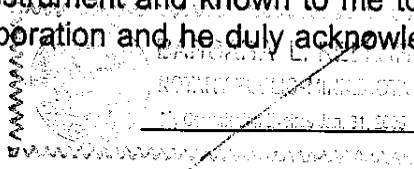
[SEAL]

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

UNOFFICIAL COPY

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss:

On September 19, 2003, before me, A Notary Public within and for said County and State, personally appeared Laurie Pflug known to me to be the Attorney-in-Fact of the St. Paul Fire and Marine Insurance Company corporation described in and that executed the within and foregoing instrument and known to me to be the person who executed the said instrument in behalf of said corporation and he duly acknowledged to me that such corporation executed the same.



Barbara A. Keller

Property of Cook County Clerk's Office

St Paul Surety

St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Seaboard Surety Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Medical Liability Insurance Company

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Bond No. 400SU9352

**RIDER CONTAINING
DISCLOSURE NOTICE OF TERRORISM COVERAGE**

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002. No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond.

You should know that, effective November 26, 2002, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Terrorism Risk Insurance Act of 2002. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

There is a cap on our liability to pay for such losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insured and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is \$0.00.

IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BOND THAT PREMIUM IS CHARGED ANNUALLY.

SIGNED AND SEALED this 19th day of September, 2003

SURETY:

[SEAL]

Signature:
Laurie Pflug

Attorney-in-Fact