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PLEASE COMPLETE THIS INFORMATION:

✓ **RECORDING REQUESTED BY:**

CSI Construction Company
5060 Robert J. Mathews Pkwy #110
El Dorado Hills, CA 95762

AND WHEN RECORDED MAIL TO:

CSI Construction Company
5060 Robert J. Mathews Pkwy #110
El Dorado Hills, CA 95762

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

Performance Bond No. 34BCSBB7277 for Wai-Mart Store #1648-03, Topsy Lane at U.S. 395, Carson City, NV, 89701

Payment Bond No. 34BCSBB7277 for Wai-Mart Store #1648-03, Topsy Lane at U.S. 395, Carson City, NV 89701

Grantee: Colorado Structures Inc. dba CSI Construction Company

Grantor: Hartford Accident & Indemnity Co.

0531589

BK0102PG0883



PERFORMANCE BOND

Exhibit "A"

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS That COLORADO STRUCTURES, INC. d/b/a CSI
CONSTRUCTION COMPANY (hereinafter called the "Principal").
 as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, Hartford, Connecticut
a corporation, duly authorized to do business
in Connecticut, (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
EIGHT MILLION TWELVE THOUSAND EIGHT HUNDRED FORTY* Dollars (\$8,012,844.00-----)
 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 the presents.

WHEREAS, the Principal has been awarded a contract with Obligee for
 Wal-Mart Supercenter #1648-03, Topsy Lane/US 395, Carson City, Nevada 89701

(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, expense, including cost and
 reasonable 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 or Principal 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.

Any suit or action under this bond must be instituted in a court of competent jurisdiction
 within two (2) years from the date on which final payment under the Contract falls due.

*FOUR AND NO/100-----

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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 3RD day of JANUARY 2002 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.

COLORADO STRUCTURES, INC. d/b/a
CSI CONSTRUCTION COMPANY

Principal: Roger Upson

By: [Signature]

Title: V.P.

5060 Robert J. Mathews Parkway, Suite 110

(Principal's Address)

El Dorado Hills, California 95762

~~XXXXXX~~
~~Witness~~

By: [Signature]
Or Secretary's Attest

{SEAL}

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

SURETY: _____

By: [Signature]
J.R. Richards

Title: Attorney-in-Fact

P.O. Box 469025
Denver, Colorado 80246-9025

(Surety's Address)

Witness:

By: Salli Phillips
~~Secretary's Attest~~
Salli Phillips, Denver, Colorado

{SEAL}

{Attach Power of Attorney If executed by
attorney-in-fact on behalf of
Surety}

Hartford Accident and
Indemnity Co.
7670 South Chester Street
3rd Floor
Englewood, CO 80112

Countersigned by: Nevada Resident Agent
By: [Signature]
Shari Bisheg/Lic.#44494
Layne & Associates
4045 South Spencer Street, 4th Floor
Las Vegas, Nevada 89170-0030

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Insuring the Way

Hilb, Rogal and Hamilton Company
of Denver
P.O. Box 469025
Denver, CO 80246-9025
Tel 303-722-7776 • Fax 303-722-8862
Surety bonds and insurance

PAYMENT BOND**Exhibit "B"****Page 1 of 2**

KNOW ALL MEN BY THESE PRESENTS, That COLORADO STRUCTURES, INC. d/b/a
CSI CONSTRUCTION COMPANY (hereinafter called the "Principal"), as
 Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, Hartford, Connecticut
 a corporation, duly authorized to do business
 in Connecticut (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
EIGHT MILLION TWELVE THOUSAND EIGHT HUNDRED FORTY* Dollars (\$8,012,844.00----)
 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 Supercenter #1648-03, Topsy Lane/US 395, Carson City, Nevada 89701

(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, expense, including cost and reasonable 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 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 persons or entities bringing any such action.

No suit or action shall be commenced by any claimant after the expiration of one (1)
 year following the date on which Principal ceased work on said Contract, it being
 understood, however, that if any such limitation embodied in this bond is prohibited
 by any law controlling the construction hereof, such limitation shall be deemed to be
 amended so as to be equal to the minimum period limitation permitted by such law.

*FOUR AND NO/100-----

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Exhibit "B"
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 parties have executed this instrument under their several seals this

3rd day of JANUARY, 2002 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.

COLORADO STRUCTURES, INC. d/b/a
CSI CONSTRUCTION COMPANY

Principal: Roger Upson

By: [Signature]

Title: V.P. **SEAL**

5060 Robert J. Mathews Parkway, Suite 110

(Principal's Address)

El Dorado Hills, California 95762

~~Witness~~

By: [Signature]
Or Secretary's Attest

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY
COMPANY

SURETY: _____

By: [Signature]

Title: J.B. Richards
Attorney-in-Fact

P.O. Box 469025
Denver, Colorado 80246-9025

(Surety's Address)

Witness:

By: Salli Phillips
~~Or Secretary's Attest~~

Salli Phillips, Denver, Colorado
(SEAL)

SEAL

Countersigned by: Nevada Resident Agent
By: [Signature]
Sheri Risheg/Lic. #44494
Layne & Associates
4045 South Spencer Street, 4th Floor
Las Vegas, Nevada 89170-0030

[Attach Power of Attorney If executed by attorney-in-fact on behalf of Surety] Hartford Accident and Indemnity Co.
7670 South Chester Street
3rd Floor
Englewood, CO 80112

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Hilb, Rogal and Hamilton Company
of Denver
P.O. Box 469025
Denver, CO 80246-9025
Tel 303-722-7776 • Fax 303-722-8862
Surety bonds and insurance

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company

- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *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*:

Courtney T. Peterson, Leon B. Dartois, James S. Rosulek, J. R. Richards, Douglas J. Rothey, Susan J. Rawson, Cynthia M. Burnett
of
Denver, CO

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 September 12th, 2000, 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

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; 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.

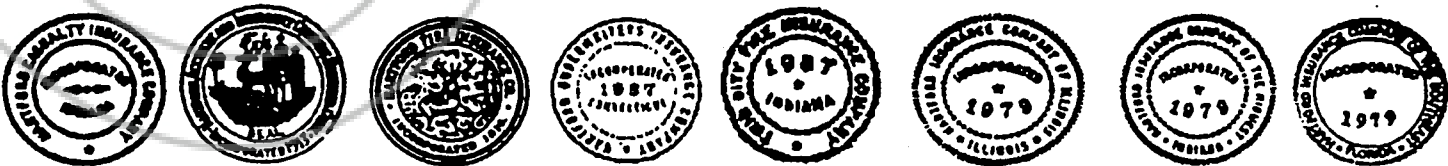


Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

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

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

SEAL
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COPY

REQUESTED BY
CST Construction Co
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 JAN -4 PM 2: 22

LINDA SLATER
RECORDER

20 PAID K2 DEPUTY

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