

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Central Contracting Services, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

Two Hundred Ninety Six Thousand Four Hundred Fifty Seven-- Dollars
(\$ 296,457.00-----);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-1314-6
Page 1 of 5

2) The CITY shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 120 calendar days following receipt of said NOTICE-TO-PROCEED.

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

Contract No. K-1314-6
Page 2 of 5

5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement within a period of time not to exceed One-hundred-twenty (120) calendar days following issuance by the CITY of a Work Order authorizing the CONTRACTOR to commence work on the project. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.

II) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the

Contract No. K-1314-6
Page 3 of 5

obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The attached sworn, notarized contract affidavit must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20____, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

Central Contracting Services, Inc.

Principal

ATTEST:

Signed:

James L. Tipken
Authorized Representative

James L. Tipken
Corporate Secretary (where applicable)

Title James L. Tipken, President

Address 17301 S. Sunnyslane, Norman, OK 73071

Telephone: 405-895-6250

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

Contract No. K-1314-6
Page 5 of 5

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) SS
COUNTY OF Cleveland)

James L. Tipken, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Central Contracting Services, Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

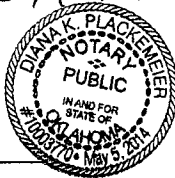
CONTRACTOR James L. Tipken

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public Diana K. Plackemeier

My Commission Expires:

5/5/2014



CITY OF NORMAN

MAINTENANCE BOND

Know all men by these presents that Central Contracting Service, Inc. Principal, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of DOLLARS (\$ 296,457.00-), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of ~~Forty Four Thousand Four Hundred~~ Sixty Eight and 55/100 DOLLARS (\$ 44,468.55-), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 1 year(s) thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

K-1314-6 FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION

as entered into a written CONTRACT (K-1314-6) with the CITY OF NORMAN, dated _____, 20____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of Two (2) years from the date of the written final acceptance by the CITY, or date of final payment, which ever is first, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

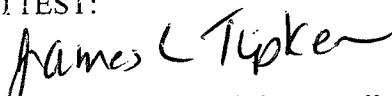
the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.


IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the _____ day _____, 20____, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST:


Corporate Secretary (where applicable)

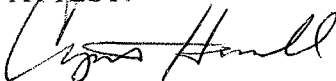
Central Contracting Services, Inc.
Principal


Signed: 
Authorized Representative
James L. Tipken
Title President

Address: 17301 S. Sunnyslane, Norman, OK 73071
Telephone: 405-895-6250

(Corporate Seal) (where applicable)

ATTEST:



Surety
National American Insurance Company
Signed: 
Authorized Representative

Print: Tina E. Switzer, Attorney-in-Fact
Authorized Representative

Title: Attorney-in-Fact
Address: 1300 S. Meridian #250, OKC, OK 73108
Telephone: 405-601-8199

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by James L. Tipken, President Name and Title
of Central Contracting Service, Inc., a corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of

Notary Public
My Commission Expires: 5/5/2014



Diana K. Plackemeier

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ Name and Title
of _____, a

WITNESS my hand and seal this_____day of

Notary Public
My Commission Expires:

Page 3 of 4
Maintenance Bond. MB-1314-2

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ Name and Title
partner (agent) on behalf of _____ a partnership.

WITNESS my hand and seal this _____ day of

Notary Public
My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____ 20__.

City Attorney

Approved by the Council of the City of Norman this _____ day of _____ 20__.

ATTEST:

City Clerk

Mayor

Page 4 of 4
Maintenance Bond No. MB-1314-2

PERFORMANCE BOND

Know all men by these presents, that Central Contracting Services, a PRINCIPAL, and National American Insurance Company a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Ninety Sixty Thousand Four Hundred Fifty Seven DOLLARS, (\$ 296,457.00-), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

K-1314-6 FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION

has entered into a written CONTRACT (K-1314-6) with THE CITY OF NORMAN, dated _____, 20____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of _____, 20____.

(Corporate Seal (where applicable))

ATTEST:

James L. Tipken

Corporate Secretary (where applicable)

Principal Central Contracting Services, Inc.

Signed: *James L. Tipken*
Authorized Representative

Title James L. Tipken, President

Address: 17301 S. Sunnyslane, Norman, OK 73071

Telephone: 405-895-6250

Corporate Seal (where applicable)

ATTEST:

Cynthia Hamill

Corporate Secretary (where applicable)

Surety National American Insurance Company

Signed: *Tina E. Switzer*
Authorized Representative

Title Tina E. Switzer, Attorney-in-Fact

Address: 1300 S Meridian #250, OKC, OK 73108

Telephone: 405-601-8199

CORPORATE ACKNOWLEDGEMENT

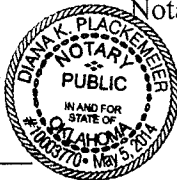
STATE OF OKLAHOMA)
)SS
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by James L. Tipken, President Name and Title
of Central Contracting Services, Inc., a
corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Diana K. Plackemeier
Notary Public

My Commission Expires: 5/5/2014



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____
Name and Title of _____, a _____

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ Name and Title
partner (agent) on behalf of _____ a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____ 20__.

City Attorney

Approved by the Council of the City of Norman this ____ day of _____ 20__.

ATTEST:

City Clerk

Mayor

STATUTORY BOND

Know all men by these presents that Central Contracting Services, Inc. as PRINCIPAL, and National American Insurance Company, a corporation organized under the laws of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman in the sum of DOLLARS (\$ 296,457.00) for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

K-1314-6 FRANKLIN ROAD WATER LINE AND WASTEWATER FORCE MAIN RELOCATION

has entered into a written CONTRACT (K-1314-6) with THE CITY OF NORMAN, dated _____, 20____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any materialmen, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST:

James L. Tipken
Corporate Secretary (where applicable)

Principal Central Contracting Services, Inc.

Signed: James L. Tipken
Authorized Representative

Title James L. Tipken, President

Address: 17301 S. Sunnyslane, Norman, OK 73071

Telephone: 405-895-6250

Corporate Seal (where applicable)

ATTEST:

Angela H. Hall
Corporate Secretary (where applicable)

Surety National American Insurance Company

Signed: Tina E. Switzer
Authorized Representative

Title Tina E. Switzer, Attorney-in-Fact

Address: 1300 S Meridian #250, OKC, OK 73108

Telephone: 405-601-8199

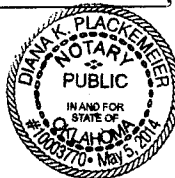
CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ James L. Tipken, President _____ Name and Title
of Central Contracting Services, Inc., a
corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public Diana K. Plackemier



My Commission Expires:

5/5/2014

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ Name and Title
of _____, a

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public _____
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ Name and Title
partner (agent) on behalf of _____ partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____ 20____.

City Attorney

Approved by the Council of the City of Norman this _____ day of _____ 20____.

ATTEST:

City Clerk

Mayor

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER. DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached." National American Insurance Company does hereby make, constitute and appoint

Tina E. Switzer

Bond
Number **CBB 31271**

PRINCIPAL: NAME, ADDRESS
CITY, STATE, ZIP

Central Contracting Services, Inc.
17301 S. Sunnyslane
Norman, OK 73071

EFFECTIVE DATE

CONTRACT AMOUNT

\$ \$296,457.00

BOND AMOUNT

\$ \$296,457.00

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$1,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN)

SS:

On this 8th day of July, A.D. 1987, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation: that the seal affixed to the said instrument is such corporate seal: that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public

My Commission Expires August 31, 2006
ComMission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN)

SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.



Dated the _____ day of _____,

Joyce M. Seitz
Joyce M. Seitz, Assistant Secretary