

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Mid-America Golf & Landscape, Inc., as Principal, and The Guarantee Company of North America USA, a corporation organized under the laws of the State of MI, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Norman Municipal Authority, a public trust of the State of Oklahoma, herein called Authority, in the full and just sum of Four Hundred Fifty Thousand Eighty Six Dollars and 00/100 DOLLARS, (\$ 450,086.00), for the payment of which sum Principal, and Surety bind themselves, their heirs, executors, and its successors and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal is the lowest and most advantageous bidder on the following project.:

**GRIFFIN SOCCER COMPLEX
SOUTHWEST FIELDS – PHASE 3B**

and has entered into a certain written contract (K-1920-89) with the Norman Municipal Authority, dated 20 20, for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman and Norman Municipal Authority from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman and Norman Municipal Authority 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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.

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 and by

the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

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 2nd day of January, 2020 and the said 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 2nd day of January, 2020.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Corporate Secretary (where applicable)

Telephone: 816-5240010

(Corporate Seal) (where applicable)

Surety

ATTEST:

Linda K. Nett
Corporate Secretary (where applicable)
Witness

Mid-America Golf & Landscape, Inc.

Signed: [Signature]
Authorized Representative
Sec / Treasurer
Title 1621 SE Summit Street
Address: Lee's Summit, MO 64081

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076
Surety Phone No. 248-281-0281 x 66012

Signed: [Signature]
Authorized Representative

Susan E. Miranda, Attorney-in-Fact
Title PO Box 419013
Address: Kansas City, MO 64141-6013
Telephone: 816-842-4800

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri OKLAHOMA)
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me this 2 day of January, 2020, by Mike Cordell (Name & Title) Sec/Treasurer of Mid-America Golf & Landscape, Inc. a Missouri corporation, on behalf of the corporation.

WITNESS my hand and seal this 2 day of January, 2020.

Notary Public Kristi H



KRISTI HERRINGTON
My Commission Expires
November 27, 2022
Jackson County
Commission #1806113

My Commission Expires: 11/27/2022

Bond # B-1920-57

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ of
_____, (Name and Title) of _____.

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

Notary Public
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

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

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

Notary Public
My Commission Expires: _____

NORMAN MUNICIPAL AUTHORITY

Approved as to form and legality this 10 day of January, 2020

Beth Muckala
City Attorney

Approved by the NORMAN MUNICIPAL AUTHORITY this ____ day of _____,
20__ .

ATTEST:

Secretary

Chairperson



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. 90165013
Principal: Mid-America Golf & Landscape, Inc.
Obligee: City of Norman, Oklahoma

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Susan E. Miranda
Thomas McGee, L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of

[Signature of Randall Musselman]

Randall Musselman, Secretary