MB-2021-9

Bond #GR48375

MAINTENANCE BOND

| | | se presents that Granite Re, Inc. | Hammer Construction, Inc. | , as PRINCIPAL, and red under the laws of the |
|---------------|---|--------------------------------------|---|--|
| State of | Minnesota | , and authorized | to transact business in the State of Oklaho | |
| | | | THORITY, a Public Trust of the State of | Oklahoma, herein called |
| AUTHOI | RITY, in the sum of | Eight Hundred Twenty Two Tho | ousand Two Hundred Twenty Six & 40/100 Dollar (\$ | 822,226.40 |
| | payment of which su ors and assigns jointl | | URETY bind themselves, their heirs, exec | utors, administrators, |
| following | WHEREAS, the con PROJECT: | ditions of this obligatio | on are such, that the PRINCIPAL, being the | successful bidder on the |
| | | ŗ | PROJECT 190890 | |
| | | - | TER LINES TECUMSEH & 108TH | |
| | | | DRMAN, OKLAHOMA | |
| | | • |) with the AUTHORITY, dated ACT being incorporated herein by reference | as if fully set forth. |

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY 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 AUTHORITY or expense to the AUTHORITY 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 AUTHORITY, 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 AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If 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.

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| corporate seal (where applicable) to be hereur | nto affixed by its duly aut and the SURETY has car | ese presents to be executed in its name and its horized representative(s), on the day of used these presents to be executed in its name d representative(s) on the day of |
|--|---|---|
| (Corporate Seal) (where applicable) ATTEST Corporate Secretary (where applicable) | Signed: | Hammer Construction, Inc. PRINCIPAL Authorized Representative |
| | Address: | Robby Moore, President Name and Title P. O. Box 721078, Norman, OK 73070 |
| | Telephone: | 405-310-3160 |
| (Corporate Seal) ATTEST Corporate Secretary | Signed: | Granite Re, Inc. SURETY Authorized Representative |
| | Address: | Vicki Wilson, Attorney-in-fact Name and Title 9401 Cedar Lake Ave., Oklahoma City, OK 73114 |
| | Telephone: | 405-463-7512 |

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CORPORATE ACKNOWLEDGEMENT

| STATE OF <u>OKCHOMOL</u>) COUNTY OF <u>(leve land)</u> The foregoing instrument was acknowledged before me this <u>3</u> day of <u>Splenbur</u> , | | | | | | | |
|---|------|--|--|--|--|--|--|
| | | | | | | | |
| 20 Nobby Moore, President of Hammer Construction, Inc. | | | | | | | |
| Name and Title a corporation, on behalf of the corporation. | | | | | | | |
| WITNESS my hand and seal this | 2020 | | | | | | |
| My Commission Expires: 7-17-5021 | | | | | | | |
| INDIVIDUAL ACKNOWLEDGEMENT | | | | | | | |
| STATE OF) COUNTY OF) | | | | | | | |
| The foregoing instrument was acknowledged before me this day of, | | | | | | | |
| 20, by an individual. Name and Title | | | | | | | |
| WITNESS my hand and seal this day of | 20 | | | | | | |
| Notary Public My Commission Expires: | | | | | | | |
| wy Oommooon Express. | | | | | | | |

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PARTNERSHIP ACKNOWLEDGEMENT

| STATE OF | :) | | | | |
|------------|---|---------------------------------|--------------|--------------------|--|
| COUNTY |)§ | | | | |
| The forego | ning instrument was acknowledged before | e me this day of | | | |
| 20, | by Name and Title | partner (or agent) on behalf of | | | |
| | , a | partnership. | | | |
| | WITNESS my hand | and seal this da | ay of | 20 | |
| | | Notary | Public | | |
| My Commi | ission Expires: | | | | |
| NORMAN | UTILITIES AUTHORITY | | | | |
| APPROVE | ED as to form and legality this da | ay of | , 20 | | |
| | | | н | AUTHORITY Attorney | |
| | by the Trustees of the NORMAN UTILITI | ES AUTHORITY this _ | day of | | |
| NORMAN | NUTILITIES AUTHORITY | | | | |
| | | ATTEST | | | |
| Ву: | | _ | : | | |
| Title: | Chairman | | Secretary | | |

GRANITE RE, INC. **GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2023

Commission #: 11003620



Bethony & alred

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

day of



Kyle P. McDonald, Assistant Secretary