

Oklahoma City Project # PD-3059

MAINTENANCE BOND #CBB0059047
(Private Contract)

KNOW ALL MEN BY THESE PRESENT:

That We, Turning Point Industries, Inc., as Principal, and
National American Insurance Company, as Surety, are
held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of
Two Hundred Forty Thousand Eight Hundred Seventy Four & No/100*** Dollars
(\$ 240,874.00), such sum being equal to the contract price for a period of two (2) year,
for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs,
executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by
these presents.

Whereas, in a contract dated the 17th day of December, 20 21,
with Les Chateaux, LLC,

the Principal agreed to construct improvements in the City of Oklahoma City, being:

Paving and Storm Sewer to serve Setenta Grove II

SW 74th Street & S Anderson Road - Part of the SE/4, Section 29, T11N, R1W, I.M.

Oklahoma City, Oklahoma County, OK

as more particularly described and in compliance with the plans and specifications on file in the
Office of the City Engineer of The City of Oklahoma City. As a condition of said construction
contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed
and hereby agrees to construct and maintain said improvements in compliance with Oklahoma City
standards and the aforementioned plans and specification against any failure due to workmanship or
material for a period of two (2) years from the date of final formal acceptance of the improvements
by the Council of the City of Oklahoma City.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage,
loss and expense which may result by reason of defective materials and/or workmanship in
connection with said work occurring within a period of two (2) years from and after the final formal
acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and
remain in full force and effect.

Revised 1/15/08

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF OKLAHOMA CITY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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 to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

REVIEWED and **APPROVED** by the Council of THE CITY OF OKLAHOMA CITY this 4TH day of JUNE, 20 24.

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Chris Hall

Assistant Municipal Counselor

Revised 1/15/08

EXECUTED this 7th day of December, 20 22.

Turning Point Industries, Inc.

Principal

ATTEST:

[Signature]
Secretary/Witness

By [Signature]

NOTARY STATEMENT

STATE OF Oklahoma)

SS.

COUNTY OF Cleveland)

Signed and sworn or affirmed before me on this 16th day of December, 20 22,
by Aaron Zike

as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these
uses and proposes therein set forth.

IN WITNESS WHEREOF, I have herunto set my hand and seal the day and year last
above written.

(Seal)



[Signature]

Notary Public

My Commission expires: 10-12-25

My Commission No.: 17009457

EXECUTED this 7th day of December, 2022.

ATTEST: National American Insurance Company
Surety

[Signature]
Secretary/Witness

By [Signature]
Lisa. Sherman, Attorney-in-Fact

NOTARY STATEMENT

STATE OF Oklahoma)
) SS.
COUNTY OF Cleveland)

Signed and sworn or affirmed before me on this 7th day of December, 2022,
by Lisa Sherman, Attorney-in-Fact
as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last



[Signature]
Notary Public Ronda Brooks

My Commission expires: 04/06/24

My Commission No.: 16003576

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0059047

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

W.M. McNeill; Cody McNeill; Todd Triplett; Lisa Sherman; John L. Birsner;
Kyle D. Reser; Susanne Cusimano, John D. Rogers

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:

To bind the company for bonds, not to exceed \$4,000,000.00 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 26th day of September, A.D. 2017, 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 April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, 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 7th day of December, 2022



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

