

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS: That Aber Fence & Supply Company, Inc.

(hereinafter called the Principal), as Principal, and SureTec Insurance Company

a corporation organized and existing under the laws of the State Texas licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto Spring Creek Oaks Community Improvement Association

(hereinafter called the Oblige), in the amount of One Million One Hundred Thirty Eight Thousand Three Dollars and 03/100 (Dollars), (\$1,138,003.03) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain contract with the Oblige, dated the 18 day of June, 2019, for

Replace 7,626 Linear Feet of 5,189 Existing Wood Fence with AFTEC Precast Concrete Wall

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7 day of October, 2019.

ATTEST:

By: *meagan will*

PRINCIPAL: Aber Fence & Supply Company, Inc.

By: *T. A. Thorne*

APPROVED AS TO FORM:

By: _____
Obligee

SURETY: SureTec Insurance Company

By: *Scott D. Chapman*
Scott D. Chapman Attorney-in-Fact

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS: That Aber Fence & Supply Company, Inc.

(hereinafter called the Principal), as Principal, and SureTec Insurance Company

a corporation organized and existing under the laws of the State of Texas licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto Spring Creek Oaks Community Improvement Association

(hereinafter called the Obligee), in the amount of One Million One Hundred Thirty Eight Thousand Three Dollars and 03/100 (Dollars), (\$ 1,138,003.03) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 18 day of June, 2019, for

Replace 7,626 Linear Feet of 5,189 Existing Wood Fence with AFTEC Precast Concrete Wall

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7 day of October, 2019.

ATTEST:

By: *Magnus Miller*

PRINCIPAL: Aber Fence & Supply Company, Inc.

By: *T A Thode*

SURETY: SureTec Insurance Company

By: *Scott D. Chapman*
Scott D. Chapman Attorney-In-Fact

APPROVED AS TO FORM:

By: _____
Obligee

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman,
Kevin McQuain, Jeanne M. Buchan, Cheryl R. Colson, Timothy J. Maley, Bryan Lewis

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 20th day of July, A.D. 2018.

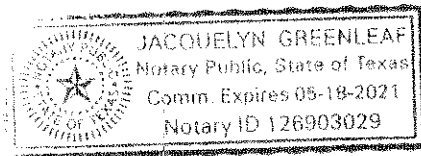


SURETEC INSURANCE COMPANY

By:
John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 20th day of July, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7 day of October, 2019, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Limitation on Bond Penalty Increase

Notwithstanding any provision in the bonds or subcontract to the contrary, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract; provided, however, that Obligee shall notify Surety if an individual change order increases the Subcontract Price by more than 10%, and, if at any point the aggregate amount of all change orders increases the Subcontract Price by more than 35% of the Subcontract Price, the Surety's consent shall be required to increase the penal sum of this Bond in excess of 35% of the Subcontract Price, such consent not to be unreasonably withheld. The failure to provide the required notice shall not release Surety from its obligations to the extent of the bond penalty in force prior the change that required such notice.