IN WITNESS WHEREOF, THE SIGNATURES OF THE PARTIES HERETO, BY THEIR DULY AUTHORIZED OFFICERS, ON THE DATE AND YEAR FIRST ABOVE WRITTEN.
NAME OF COMPANY

Edwin N Huggins

BY: Edwin N. Huggins
TITLE: President
TN Contractor's Lic. #00042221

SHELBY COUNTY GOVERNMENT

APPROVED AS TO FORM AND LEGALITY

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., MAYOR

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Edwin N. Huggins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be president (or other officer authorized to execute the instrument) of the Grinder Bldg. Corp., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Edwin N. Huggins.

WINTESS my hand and official seal at office this 10TH day of APRIL, 2008.

Janice M. Vaughan
Notary Public

My Commission Expires: 3-22-2009

EXHIBIT A

PROPOSAL - SEALED PROPOSAL RFP#08-002-44

(COPY THIS PROPOSAL AND USE AS YOUR FORM OF PROPOSAL)

In compliance with your Request for Proposal for:

Shelby County Government - 1075 Mullins Station - Peggy Edminston Administration Building - Bid Package #2 Window Replacement

Project Location: 1075 Mullins Station
Memphis, TN 38134

The undersigned Proposer: (Check one)

☒ a corporation organized and existing under Tennessee laws;

☐ a partnership consisting of_____;

☐ an individual trading as _____;

of the City of Memphis having examined the attached Contract Documents and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, proposes to furnish and pay for all labor, tools, material, utility fees, plant, federal, state and local taxes and equipment necessary for implementation of the Contract requirements.

The undersigned further proposes to perform all work as selected by the Owner and furnish and pay for all equipment in accordance with the Contract Documents, within the time limit specified, for the following Bid Package if awarded by the Owner:

BID PACKAGE #2 - Window Replacement

in figures $ 236,400.00

in words TWO HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED DOLLARS

The undersigned, pursuant to the rights reserved by the Owner, under the Request for Proposal as to rejection of bids and as to award of Contract, agrees to accept the award of said Contract and hereby agrees to enter into a Contract within 7 days after due notification from the Owner of award of the Contract, and further agrees to furnish all labor, tools, materials, fixtures, components, and equipment, perform all services and comply with all terms and conditions established by the Contract Documents.

The undersigned agrees that if he is awarded this Contract, he will commence construction within 14 calendar days after receipt of signed contract and will be substantially complete with all work within 24 weeks from the date of the contract award, at which time the Owner will have full beneficial use of all windows in this building. Final Closeout shall occur within 4 weeks of substantial completion or the liquidated damages shall be reinstated until the project is fully completed and all documentation and programming is approved and accepted by the Owner.

Should the Contractor neglect, refuse, or fail to complete the work within the time specified, after all extensions of time granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Contractor for the work to be done under this Contract, an agreed upon sum equal to Five Hundred Dollars ($500.00) per

calendar day for each and every day that the work is delayed in its completion beyond the specified time. The said $500.00 per day shall be held by the Owner under a mutual understanding between the Contractor, Contractor's Surety and the Owner. If necessary the Owner shall collect any monies directly from the Contractor or the Contractor's Surety.

Office hours vary in this facility with occupancy beginning about 07:00 and ending about 17:00 Monday through Friday, excluding County recognized holidays. To maintain security and nearly normal use of the building the interior of windows are to be covered with plastic sheeting and the windows will be removed and replaced in the same day. Work practices will insure reasonably quiet activities that do not prevent normal office activities. The intent is for work to occur during normal business hours . Any service interruptions must be scheduled at least 72 hours in advance by the Owner. Upon reasonable notification from Contractor the Owner will arrange for after hours access to facilities as needed to comply with requirement for nearly normal use of facility.

Enclosed herewith is a (Certified Check) (Cashier's Check) or a solvent bank (5% Bidder's Bond) in the amount of 5% of Bid DOLLARS ($_____), made payable to the Owner as a guarantee of good faith and which the undersigned hereby agrees shall be retained as liquidated damages by the Owner should the Contractor fail to furnish a Performance Bond written by good solvent in a surety company doing business in the State of Tennessee and acceptable to the Owner. The Performance Bond shall be in an amount equal to the gross amount of said Contract, and the Performance Bond shall be made and Contract shall be signed within 2 weeks after date of due notification from the Owner of award of the Contract, and the check shall be returned to the undersigned upon the signing of the Contract and delivery of the required number of copies of approved Performance/Payment Bond to the Owner.

In submitting this proposal, it is understood that the right is reserved by the Owner to reject any and all proposals and it is understood that this proposal may not be withdrawn for a period of 90 days after the scheduled time for receipt of proposals.

The undersigned declares that GRINDER BLDG. CORP. is the only person, firm or corporation interested in this proposal, and that no other person, firm or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to the work bid upon and without collusion or fraud; also that no officer or employee of Shelby County Government who is excluded by law from participating therein, is directly or indirectly interested herein, or in furnishing of the supplies or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof.

Receipt of the following addenda is hereby acknowledged: # 1 dated 2-19-08.
(Insert numbers of all addenda received; if no addenda received, insert "None").

Proposer _____ EDWIN N. HUGGINS
Signature — Printed Name

1814 THOMAS RD., MEMPHIS, TN 38134-6324
Business address

Full name and residence of all persons interested in the foregoing as principals are:

EDWIN N. HUGGINS (Name)	688 ROCKY WOODS COVE, CORDOVA, TN 38018 (Address)
T. ROBERT WALLACE (Name)	554 SANGA CR. W, CORDOVA, TN 38018 (Address)
EDWIN N. HUGGINS (Name of President if a Corporation)	T. ROBERT WALLACE (Name of Secretary if a Corporation)

END OF SECTION

Shelby County
LOSB Program

LOSB FORM B

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: GRINDER BUILDING CORPORATION
Bid No.: RFP# 08-002-44

I, Edwin N. Huggins, do certify that on the following procurement opportunity,
(Contractor)
GRINDER BUILDING CORPORATION, the following LOSB's will be utilized as sub-contractors, suppliers,
(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
Nurre Glass Co.	Furnish & Install windows	$215,000	LOSB-V-0309-12479

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: $ 236,400
TOTAL % OF LOSB PARTICIPATION: 90%

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:
Edwin N Huggins
Authorized Representative Signature
Edwin N. Huggins, President
Title
3/6/08
Date

Shelby County
LOSB Program

LOSB FORM B

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: GRINDER BUILDING CORPORATION
Bid No.: RFP # 08-002-44

I, GRINDER BUILDING CORPORATION, do certify that on the following procurement opportunity,
(Contractor)
GRINDER BUILDING CORPORATION, the following LOSB's will be utilized as sub-contractors, suppliers,
(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
Nurre Glass	Glass & Glazing	$215,000	Pending

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: $236,400.00
TOTAL % OF LOSB PARTICIPATION: 90.9%

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:
Authorized Representative Signature
Pres
Title
2-27-08
Date

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF SHELBY

The undersigned, principal officer of GRINDER BUILDING CORPORATION, an employer of five (5) or more employees contracting with SHELBY County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of GRINDER BUILDING CORPORATION (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title *50*, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer Edwin N. Huggins
Edwin N. Huggins, President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me personally appeared Edwin N. Huggins with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this 27th day of February, 2008.

Janice M. Vaughan
Notary Public

My Commission Expires: 3-22-2009

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
ATL-001186542-09

PRODUCER
MARSH
1000 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38120
Attn: Linda L. Foster 901-684-3647

00664-ALL--07/08 Peggy Edmins window repl

INSURED
GRINDER BUILDING CORPORATION
1814 THOMAS ROAD
MEMPHIS, TN 38134

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A VALLEY FORGE INSURANCE CO

COMPANY B CONTINENTAL INSURANCE COMPANY

COMPANY C NATIONAL FIRE INSURANCE OF HARTFORD

COMPANY D TRAVELERS PROPERTY CASUALTY CO. OF AMERICA

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	C2058122095	08/31/07	08/31/08	GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	GEN AGG PER PROJECT				FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 15,000
B	AUTOMOBILE LIABILITY	C2058122274	08/31/07	08/31/08	COMBINED SINGLE LIMIT	$ 1,000,000
	X ANY AUTO				BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	X HIRED AUTOS					
	X NON-OWNED AUTOS				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
E	EXCESS LIABILITY	C2058122131	08/31/07	08/31/08	EACH OCCURRENCE	$ 6,000,000
	X UMBRELLA FORM				AGGREGATE	$ 6,000,000
	OTHER THAN UMBRELLA FORM				S.I.R.	$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2058122176	08/31/07	08/31/08	X WC STATUTORY LIMITS / OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL / EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
D	OTHER BLANKET BUILDERS RISK DIRECT PHYSICAL LOSS	QT6608178A001	08/31/07	08/31/08	PROJECT LIMIT	500,000
					DEDUCTIBLE	2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PROJECT: PEGGY EDMISTON ADMINISTRATION BUILDING, 1075 MULLINS STATION, MEMPHIS, TN - WINDOW REPLACEMENT
SHELBY COUNTY GOVERNMENT, ITS ELECTED OFFICIALS, APPOINTEES AND EMPLOYEES IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT FOR ABOVE PROJECT.

CERTIFICATE HOLDER

SHELBY COUNTY GOVERNMENT
PURCHASING DEPARTMENT
160 N. MAIN ST., SUITE 550
MEMPHIS, TN 38103

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Larry M. Bryant

Larry M. Bryant

MM1(3/02) VALID AS OF: 04/03/08

ADDITIONAL INFORMATION

ATL-001186542-09

DATE (MM/DD/YY) 04/03/08

PRODUCER

MARSH
1000 RIDGEWAY LOOP ROAD
MEMPHIS, TN 38120
Attn: Linda L. Foster 901-684-3647

S00664-ALL--07/08 Peggy Edmins window repl

INSURED

GRINDER BUILDING CORPORATION
1814 THOMAS ROAD
MEMPHIS, TN 38134

COMPANIES AFFORDING COVERAGE

COMPANY E CONTINENTAL CASUALTY CO.

COMPANY F

COMPANY G

COMPANY H

TEXT

CERTIFICATE HOLDER

SHELBY COUNTY GOVERNMENT
PURCHASING DEPARTMENT
160 N. MAIN ST., SUITE 550
MEMPHIS, TN 38103

Marsh USA Inc.

Larry M. Bryant

Larry M. Bryant

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

Bond Number **105069257**

KNOW ALL MEN BY THESE PRESENTS: that **Grinder Building Corporation**
1814 Thomas Road
Memphis, TN 38134

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and **Travelers Casualty and Surety Company of America**
One Tower Square
Hartford, CT 06183-6014

as Surety, hereinafter called Surety, are held and firmly bound unto **Shelby County Government**
160 N. Main Street, Suite 550
Memphis, TN 38103

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of **Two Hundred Thirty Six Thousand Four Hundred and No/100** Dollars **($236,400.00)**,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns,jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated , entered into a contract with Owner for

Peggy Edminston Administration Building Window Replacement
1075 Mullins Station, Memphis, TN

in accordance with Drawings and Specifications prepared by **MEDFAC Engineering**

(Here insert full name and address or legal title of Architect)

1209 Dovecrest
Memphis, TN 38134.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 4th day of April , 2008.

Edwin N. Huggins

Grinder Building Corporation

Edwin N. Huggins (Principal) (Seal)

President

(Title)

Doris Caballero

(Witness)

Doris Caballero

Travelers Casualty and Surety Company of America

(Surety) (Seal)

L. M. Bryant

(Title)

L. M. Bryant, Attorney-in-Fact

Teresa M. Sheppard

(Witness)

Teresa M. Sheppard

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

BOND NUMBER: **105069257**

KNOW ALL MEN BY THESE PRESENTS: that **Grinder Building Corporation**
1814 Thomas Road
Memphis, TN 38134

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, **Travelers Casualty and Surety Company of America**
(Here insert full name and address or legal title of Surety)

One Tower Square
Hartford, CT 06183-6014

as Surety, hereinafter called Surety, are held and firmly bound unto **Shelby County Government**
160 N. Main Street, Suite 550
Memphis, TN 38103

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of **Two Hundred Thirty Six Thousand Four Hundred and No/100** Dollars

($236,400.00),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 20 ,entered into a contract with Owner for
(Here insert full name, address and description of project)

Peggy Edminston Administration Building Window Replacement

1075 Mullins Station, Memphis, TN

in accordance with Drawings and Specifications prepared by **MEDFAC Engineering**
(Here insert full name and address or legal title of Architect)

1209 Dovecrest
Memphis, TN 38134.

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Labor and Material Payment Bond

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct con-tract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope ad-dressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the trans-action of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation em-bodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 4th day of April 20 08

Edwin N. Huggins

Grinder Building Corporation

(Principal) (Seal)

Edwin N. Huggins, President

(Title)

Doris Caballero

(Witness)

Doris Caballero

Travelers Casualty and Surety Company of America

(Surety) (Seal)

Teresa M. Sheppard

(Witness)

Teresa M. Sheppard

L. M. Bryant

(Title)

L. M. Bryant, Attorney-in-Fact