

AGREEMENT

Public Improvements

33220

THIS AGREEMENT is made and entered into, in duplicate, as of this 27 day of January, 2012, pursuant to Title 20.40 of the Municipal Code and by and

BETWEEN

CITY OF LONG BEACH, a municipal corporation, organized under the laws of the State of California, hereinafter designated as the "**CITY**"

AND

The **BOEING COMPANY**, a Delaware corporation, hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property designated as Tract number 70937-3, in the City of Long Beach, County of Los Angeles, State of California, described as being a final plot and being a subdivision of portions of Lots 39, and 40, of tract number 8084, as per map recorded in book 171 pages 24 through 30, inclusive of maps; together with a portion of Bixby Station Road, as shown on said tract number 8084 and vacated by documents recorded June 9, 1933 in book 12139 page 372 of official records, both in the City of Long Beach, County of Los Angeles, State of California, in the office of the County Recorder of said County.

WHEREAS, said **DEVELOPER** now desires to make and enter into a construction agreement with **CITY**.

NOW, THEREFORE, in consideration of the covenants, conditions and provisions herein contained, it is hereby mutually agreed as follows:

(1) That said **DEVELOPER** shall, on or prior to the last day of December 2012, complete, to the satisfaction of the City Engineer of **CITY**, all improvements work required by **CITY** and in compliance with Title 20 of the Municipal Code of **CITY**, which improvements work together with the estimated cost is set forth more particularly on Exhibit A, attached hereto and made a part hereof by this reference.

(2) **DEVELOPER** shall prosecute the improvements work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with **CITY** forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the work specified in this Agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of **DEVELOPER**, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless **CITY** and the officers and employees thereof from all loss, liability or claim arising directly or indirectly out of the negligent or intentional acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to **CITY** a good and sufficient surety bond or bonds, or file with **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the improvement work described in Exhibit A attached hereto for the faithful performance of the terms and

conditions of this Agreement, and in addition, for labor and materials in the amount not less than 50 percent of the said estimated cost of the improvement work to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. If the security posted by **DEVELOPER** is a surety bond or bonds and the surety on any of said bonds, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within Ten (10) days after receiving notice that said surety or sureties are insufficient. If the security posted by **DEVELOPER** is an Instrument of Credit and the credit, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each Instrument of Credit within Ten (10) days after receiving notice that said credit is insufficient.

(5) All applicable provisions of Title 20 of the Municipal Code of the **CITY**, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

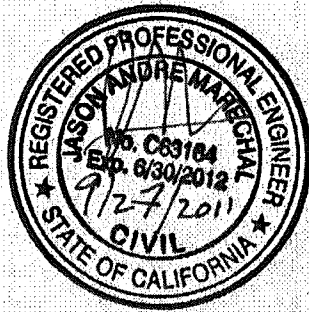
(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this Agreement, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, such extension of time may be granted, from time to time, by **CITY**, either at **CITY'S** own election, or upon request of **DEVELOPER**, and such extensions shall in no way affect the validity of this Agreement, release the surety or sureties on said bonds, or release the bank on the Instrument of Credit. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds or Instrument of Credit in full force and effect during the term of this Agreement, including any extensions of time as may be granted from time to time.

EXHIBIT A

ENGINEERS BOND ESTIMATE FOR TR-70237-3					
ITEM	AREA	QUANTITY	UNIT	UNIT COST	COST
REMOVE P.C.C. LOCAL DEPRESSION		0	CY	\$ 100.00	\$ -
SAWCUT A.C. PAVING		110	LF	\$ 2.67	\$ 294
REMOVE A.C. PAVING	220	4	CY	\$ 81.00	\$ 324
REMOVE P.C.C. DRIVEWAY		0	CT	\$ 100.00	\$ -
SAWCUT P.C.C. SIDEWALK		20	LF	\$ 3.00	\$ 60
REMOVE P.C.C. SIDEWALK		13	CY	\$ 95.00	\$ 1,235
REMOVE P.C.C. CURB		110	LF	\$ 5.00	\$ 550
REMOVE TREE		0	EA	\$ 500.00	\$ -
SAWCUT 2' SIDE P.C.C.		0	LF	\$ 3.00	\$ -
REMOVE 2' WIDE P.C.C.		0	CY	\$ 95.00	\$ -
REMOVE P.C.C. CURB & GUTTER (STD)		110	LF	\$ 5.00	\$ 550
SAWCUT 2' WIDE A.C. PAVING		0	LF	\$ 2.67	\$ -
REMOVE 2' WIDE A.C. PAVING		0	CY	\$ 81.00	\$ -
SAWCUT P.C.C. CURB & GUTTER (6' WIDE)		0	LF	\$ 3.00	\$ -
REMOVE P.C.C. CURB & GUTTER (6' WIDE)		0	CY	\$ 100.00	\$ -
REMOVE P.C.C. PKWY DRAIN		0	EA	\$ 250.00	\$ -
CONSTRUCT 6" P.C.C. CURB AND 24" GUTTER		1,030	LF	\$ 36.50	\$ 37,595
CONSTRUCT CURB DRAIN INLET		0	EA	\$ 750.00	\$ -
INSTALL 3" THICK P.C.C. SIDEWALK		6,600	SF	\$ 4.50	\$ 29,700
CONSTRUCT 10" THICK P.C.C. (BUS STOP)		1,680	SF	\$ 5.50	\$ 9,240
CONSTRUCT P.C.C. DRIVEWAY		0	SF	\$ 8.00	\$ -
CONSTRUCT 6" THICK P.C.C. (BIKE TRAIL)		0	SF	\$ 9.00	\$ -
INSTALL 1.5" RUBBERIZED A.C. PAVEMENT	19300	175	TONS	\$ 100.00	\$ 17,500
INSTALL 4" A.C. PAVEMENT	19300	460	TONS	\$ 70.00	\$ 32,200
INSTALL 7" CRUSHED MISC. BASE	19300	417	CY	\$ 26.00	\$ 10,842
INSTALL 2" CRUSHED PCC MISC. BASE	6600	41	CY	\$ 26.00	\$ 1,066
CONSTRUCT P.C.C. LOCAL DEPRESSION		0	SF	\$ 8,020.00	\$ -
CONSTRUCT 3" DIAMETER PIPE OUTLET		0	EA	\$ 200.00	\$ -
INSTALL RAMP WARNING SURFACE		3	EA	\$ 0.45	\$ 1
INSTALL PARKWAY GROUND COVER		5,700	SF	\$ 5.00	\$ 28,500
INSTALL 36" BOX STREET TREES		20	EA	\$ 860.00	\$ 17,200
INSTALL 3/4" PVC IRRIGATION PIPE		0	LF	\$ 14.45	\$ -
INSTALL 1" PVC IRRIGATION PIPE		1,290	LF	\$ 14.45	\$ 18,641
INSTALL 1-1/4" PVC IRRIGATION PIPE		440	LF	\$ 15.00	\$ 6,600
INSTALL 1-1/2" PVC IRRIGATION PIPE		190	LF	\$ 15.95	\$ 3,031
INSTALL 2" PVC IRRIGATION PIPE		0	LF	\$ 21.50	\$ -
INSTALL BUBBLER SPRINKLER HEAD		44	EA	\$ 11.00	\$ 484
INSTALL SPRAY SPRINKLER HEAD		96	EA	\$ 11.00	\$ 1,056
INSTALL IRRIGATION BFP		1	EA	\$ 250.00	\$ 250
INSTALL IRRIGATION CONTROLLER		1	EA	\$ 200.00	\$ 200
PAY TRAFFIC FEE		0	EA	\$ 5,000.00	\$ -
UTILITY POLE RELOCATION		0	EA	\$ 15,000.00	\$ -

EXHIBIT A

INSTALL STREET LIGHT		5	EA	\$ 2,500.00	\$ 12,500
INSTALL STREET LIGHT PULL BOX		9	EA	\$ 250.00	\$ 2,250
INSTALL STREET LIGHTING CONDUIT (1-1/2" PVC)		950	LF	\$ 20.00	\$ 19,000
INSTALL 18" RCP SD w/ BEDDING AND BACKFILL		35	LF	\$ 100.00	\$ 3,500
INSTALL 24" RCP SD w/ BEDDING AND BACKFILL		137	LF	\$ 120.00	\$ 16,440
INSTALL 30" RCP SD w/ BEDDING AND BACKFILL		0	LF	\$ 135.00	\$ -
INSTALL 60" RCP SD w/ BEDDING AND BACKFILL		0	LF	\$ 450.00	\$ -
INSTALL TRANSITION STRUCTURE, 24" RCP TO 18" RCP		1	EA	\$ 9,500.00	\$ 9,500
INSTALL JUNCTION STRUCTURE		0	EA	\$ 500.00	\$ -
INSTALL CURB-OPENING CATCH BASIN w/ LOCAL DEPRESSION (W=7')		2	EA	\$ 4,500.00	\$ 9,000
INSTALL SDMH (10' DEEP)		0	EA	\$ 9,500.00	\$ -
CONNECT TO EXISTING RCB		0	EA	\$ 7,250.00	\$ -
REMOVE PLUG		1	EA	\$ 500.00	\$ 500
Subtotal					\$ 289,808.05
Contingencies (15%)					\$ 43,471.21
TOTAL Construction					\$ 333,279.26
One Year Warranty (10%)					\$ 33,327.93
TOTAL					\$ 366,607.18
Faithful Performace Segment					\$ 366,607.18
Labor and Materials Segment					\$ 183,303.59



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a Municipal Corporation

Assistant City Manager

1.27, ~~2011~~
2012

BY:  _____
CITY MANAGER EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

10/4/11, 2011

BY:  _____
DEVELOPER

_____, 2011

BY: _____
DEVELOPER

_____, 2011

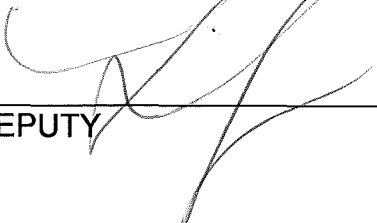
BY: _____
DEVELOPER

_____, 2011

BY: _____
DEVELOPER

Approved as to form this 14th day of November, 2011.

ROBERT E. SHANNON, City Attorney

BY:  _____
DEPUTY

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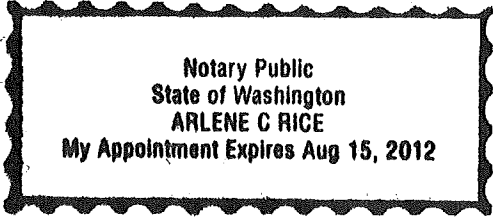
ACKNOWLEDGMENT

State of Washington)
)
County of King) ss.

I certify that I know or have satisfactory evidence that Steven E. Sahlinger is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Signatory of The Boeing Company, a Delaware corporation to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: 10/14/11

Arlene C Rice
Notary public in and for the State of
Washington, residing at,
RENTON



My appointment expires
Aug 15, 2012

BOND FOR FAITHFUL PERFORMANCE

Bond #285038930

WHEREAS, the City of Long Beach and The Boeing Company, a Delaware Corporation, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated January 27th, 201~~4~~², and identified as Tract number 70937-3 is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the **PRINCIPAL** and Safeco Insurance Company of America, as Surety, a corporation organized and existing under the laws of the State of WA, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "**City**," in the penal sum of Three hundred Sixty-six thousand, Six hundred Seven dollars (\$366,607.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, shall indemnify and save harmless the City, its officers, agents and employees, then this

obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 17th day of October, 2011.

The Boeing Company

BY: 

PRINCIPAL

Ruud P. Roggekamp, Assistant Treasurer

Safeco Insurance Company of America

BY: 

SURETY

Linda M. Iser, Attorney-in-Fact

Approved as to form this 14th day of November, 2011.

ROBERT E. SHANNON, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 4th day of November, 2011.

BY: 

DIRECTOR OF PUBLIC WORKS

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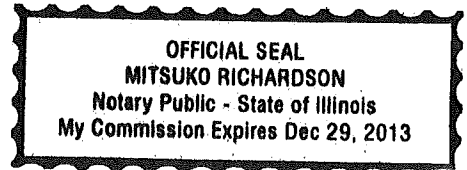
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF ILLINOIS
COUNTY OF COOK

On this 18th day of October 2011, before me Mitsuko Richardson, a Notary Public, within and for said County and State, personally appeared Ruud P. Roggekamp to me personally known to be Assistant Treasurer of The Boeing Company and acknowledged that he executed the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Mitsuko Richardson



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois

County of Cook

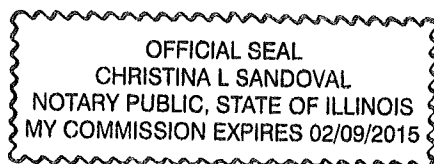
On October 17th, 2011, before me, Christina L. Sandoval, Notary Public, personally appeared Linda M. Iser who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Christina L Sandoval



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint SANDRA M. MARTINEZ, GEOFFREY E. HEKIN, ROBERT E. DUNCAN, LINDA M. ISER, KAREN L. DANIEL, KATHLEEN J. MAILES, JAMES A. CUTHBERTSON, SUSAN A. WELSH, JOELLEN M. MENDOZA, DEBRA J. DOYLE, DIANE M. O'LEARY, DOUGLAS M. SCHMUDE, JAMES B. MCTAGGART, JENNIFER L. JAKAITIS, JESSICA B. YATES, JUDITH A. LUCKY, SANDRA M. NOWAK, DAVID J. ROTH, GREGORY K. KESSLER, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THREE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 300,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 14th day of July, 2011.



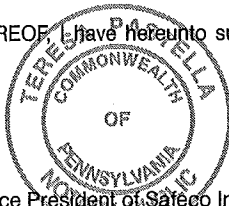
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of July, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17 day of Oct, 2011



By Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND FOR LABOR AND MATERIALS

Bond #285038931

WHEREAS, the City of Long Beach and The Boeing Company, a Delaware Corporation, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated January 27th, 201~~1~~², and identified as Tract number 70937-3 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Long Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said **PRINCIPAL** and Safeco Insurance Company of America, as Surety, a corporation organized and existing under the laws of the State of WA, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "**City**," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of One hundred Eighty-three thousand, Three hundred Three dollars, and Fifty cents (\$183,303.50) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in

all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agency and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in success fully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 17th day of October, 2011.

The Boeing Company

BY: 

PRINCIPAL

Ruud P. Roggekamp, Assistant Treasurer

Safeco Insurance Company of America

BY: 

SURETY

Linda M. Iser, Attorney-in-Fact

Approved as to form this 14th day of November, 2011.

ROBERT E. SHANNON, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 4th day of November, 2011.

BY: 

DIRECTOR OF PUBLIC WORKS

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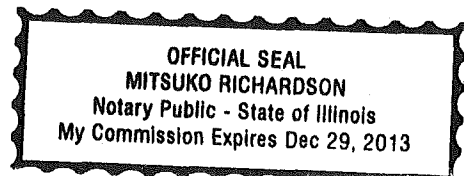
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF ILLINOIS
COUNTY OF COOK

On this 18th day of October 2011, before me Mitsuko Richardson, a Notary Public, within and for said County and State, personally appeared Ruud P. Roggekamp to me personally known to be Assistant Treasurer of The Boeing Company and acknowledged that he executed the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Mitsuko Richardson



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois

County of Cook

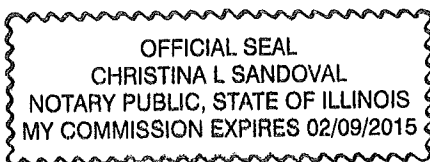
On October 17th, 2011, before me, Christina L. Sandoval, Notary Public, personally appeared Linda M. Iser who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature *Christina L Sandoval*



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint SANDRA M. MARTINEZ, GEOFFREY E. HEEKIN, ROBERT E. DUNCAN, LINDA M. ISER, KAREN L. DANIEL, KATHLEEN J. MAILES, JAMES A. CUTHBERTSON, SUSAN A. WELSH, JOELLEN M. MENDOZA, DEBRA J. DOYLE, DIANE M. O'LEARY, DOUGLAS M. SCHMUDE, JAMES B. MCTAGGART, JENNIFER L. JAKAITIS, JESSICA B. YATES, JUDITH A. LUCKY, SANDRA M. NOWAK, DAVID J. ROTH, GREGORY K. KESSLER, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THREE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 300,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 14th day of July, 2011.



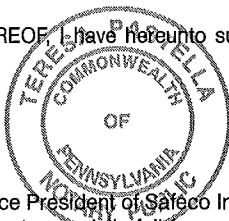
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of July, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17 day of Oct, 2011.



Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.