

AGREEMENT

**32479**

THIS AGREEMENT is made and entered, in duplicate, as of January 20, 2012 for reference purposes only, pursuant to Resolution No. RES-12-0010 adopted by the City Council of the City of Long Beach at its meeting on January 17, 2012, by and between LDV, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS WISCONSIN LDV, INC., a Wisconsin corporation ("Contractor"), with a place of business located at 180 Industrial Drive, Burlington, Wisconsin 53105, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase one (1) Mobile Maritime Emergency Operation Center ("MMEOC"); and

WHEREAS, LDV, Inc. Which Will Do Business in California as Wisconsin LDV, Inc. has a Purchase Order with the Los Angeles County Sheriff's Department for the purchase of a MMEOC, Purchase Order No. PO-SH-10322168-1 ("LACS PO"); and

WHEREAS, Resolution No. RES-12-0010 authorizes the City to purchase a MMEOC by virtue of the LACS PO;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The LACS PO with Contractor, attached hereto as Exhibit "A" is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the LACS PO shall be applicable here except as follows:

A. Wherever the LACS PO refers to the Los Angeles County Sheriff's Department, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City one (1) Mobile Maritime Emergency Operation Center of substantially the same type and

1 kind purchased by the Los Angeles County Sheriff's Department on the same  
2 terms and conditions offered to the Los Angeles County Sheriff's Department,  
3 except as modified by Exhibit "B" attached hereto and incorporated in this  
4 Agreement, for an amount not to exceed Seven Hundred Six Thousand Twenty-  
5 Seven Dollars (\$706,027), including tax and fees, for a period extending until the  
6 warranty on the MMEOC expires. To the extent that the LACS PO and this  
7 Agreement are inconsistent, the following priority shall govern: (1) this Agreement  
8 and (2) the LACS PO.

9 C. Payment for the Mobile Maritime Emergency Operation  
10 Center purchased from Contractor by the City shall be made by the City by the  
11 following payment plan:

- 12 i. Initial Payment of twenty-five percent (25%) or One  
13 Hundred Seventy-Six Thousand Five Hundred Seven Dollars (\$176,507);
- 14 ii. Progress Payment of twenty-five percent (25%) or One  
15 Hundred Seventy-Six Thousand Five Hundred Seven Dollars (\$176,507);
- 16 iii. Final Payment of Three Hundred Fifty-Three Thousand  
17 Thirteen Dollars due upon acceptance of the Mobile Maritime Emergency  
18 Operation Center by City.

19 D. All warranties shall accrue to the City of Long Beach.

20 E. The parties may, by mutual agreement, amend this  
21 Agreement with the approval of the City's City Council.

22 2. Neither this Agreement nor any money that becomes due to  
23 Contractor under this Agreement may be assigned by Contractor without the prior written  
24 consent of the City Manager or his designee.

25 3. Any notice given under this Agreement shall be in writing and  
26 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
27 delivered or mailed to Contractor at the relevant address first stated above, and to the  
28 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.

1 Notice shall be deemed given three days after deposit in the mail.

2 4. The terms appearing on the LACS PO are incorporated in this  
3 Agreement.

4 5. Contractor shall cooperate with the City in all matters relating to self-  
5 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
6 regarding self-accrual.

7 6. This Agreement shall be governed by and construed pursuant to the  
8 laws of the State of California (except those provisions of California law pertaining to  
9 conflicts of laws). Contractor shall comply with all laws, ordinances, rules and regulations  
10 of and obtain all permits, licenses, and certificates required by all federal, state and local  
11 governmental authorities.

12 7. This Agreement and all documents which are incorporated by  
13 reference in this Agreement constitute the entire understanding between the parties and  
14 supersede all other agreements, oral or written, with respect to the subject matter of this  
15 Agreement. If there is any legal proceeding between the parties to enforce or interpret  
16 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall  
17 be entitled to its costs and expenses, including reasonable attorney's fees.

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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 LDV, INC. WHICH WILL DO BUSINESS  
4 IN CALIFORNIA AS WISCONSIN LDV,  
INC., a Wisconsin corporation

5 February 10, 2012

6 By [Signature]  
7 President  
8 Kurt Petrie  
9 Type or Print Name

10 February 10, 2012

11 By [Signature]  
12 Assistant Secretary  
13 Nancy Strelow  
14 Type or Print Name

15 "Contractor"

16 CITY OF LONG BEACH, a municipal  
17 corporation

18 2.15, 2012

19 By [Signature] **Assistant City Manager**  
20 City Manager

21 "City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

22 This Agreement is approved as to form on Feb 14, 2012.

23 ROBERT E. SHANNON, City Attorney

24 By [Signature]  
25 Deputy

# ALL-PURPOSE ACKNOWLEDGMENT

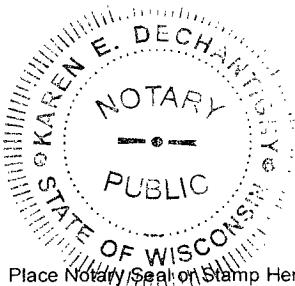
State of WI

County of Racine

On 2/10/12 before me, Karen Dechantigny  
DATE NAME OF NOTARY PUBLIC

personally appeared Kurt Petrie  
NAME(S) OF SIGNER(S)

☒ personally known to me OR ☐ 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.



WITNESS my hand and official seal.

K. E. Dechantigny  
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

## DESCRIPTION OF ATTACHED DOCUMENT

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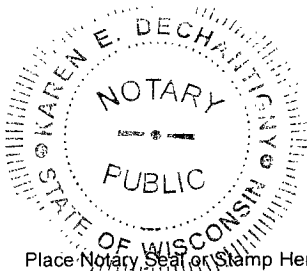
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K-E-D  
SIGNATURE OF NOTARY

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# EXHIBIT “A”



LOS ANGELES COUNTY  
SHERIFF  
PURCHASE ORDER

<b>ORDER NUMBER</b> PO-SH-10322168-1		<b>DATE PRINTED</b> 03/01/2010			
<b>BILL TO:</b> SHERIFF FISCAL ADM - SPECIAL FUNDS 4700 RAMONA BLVD ROOM 336 MONTEREY PARK, CA 91754-2169		ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.  ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:  Contact: Anet Simonian Phone: 323-267-2215 Email: asimonian@isd.lacounty.gov			
<b>VENDOR NAME STREET,CITY,STATE,ZIP CODE:</b>  LDV, INC. 180 INDUSTRIAL DR.  BURLINGTON, WI 53105-2307		SHIP FOB DESTINATION TO:(UNLESS SPECIFIED ELSEWHERE) SHERIFF 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063 PROCUREMENT FOLDER 117798  CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COMM AND FLEET MGMT BUREAU			
<b>DELIVERY DATE</b> 12/27/10	<b>FOB POINT</b> FOB Destination, Freight Prepaid and Allowed	<b>AGENCY REQ. NUMBER</b> 15763S	<b>CONTRACT NUMBER</b>  <b>TOTAL AMOUNT OF ORDER</b> \$273,215.02		
<b>Vendor No</b> 125253	<b>PROMPT PAYMENT TERMS</b>	<b>TERM 1</b> DISCOUNT: 0.00 DAYS: 30	<b>TERM 2</b> DISCOUNT: DAYS: 0		
		<b>TERM 3</b> DISCOUNT: DAYS: 0	<b>TERM 4</b> DISCOUNT: DAYS: 0		
<b>LINE NO.</b>	<b>COMMODITY/SERVICE DESCRIPTION</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	NOTICE TO VENDOR: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES.  COMMODITY CODE: 070-53-00-0000000 SALES TAX AMOUNT:  DESCRIPTION: MAKE/MODEL: LDVMCC242431-09  EMERGENCY MOBILE COMMAND POST VEHICLE VEHICLE - TRUCK, WALK-IN STYLE WITH 24' LOAD SPACE, 25,500 LBS. GVWR, DIESEL ENGINE, FORWARD CONTROL CHASSIS.  PER ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.   ADDITIONAL SHIPPING INFORMATION :	1.000	EA	\$ 248,933.500	\$ 248,933.50 \$ 24,271.02
ATLET Simonian 03/03/2010 COUNTY OF LOS ANGELES					



PRICE SHEET		PURCHASE ORDER			
ORDER NO: PO-SH-10322168-1					PAGE 2
VENDOR NO: 125253 VENDOR : LDV, INC.					
LINE NO	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
2	<p>COMMODITY CODE: 070-53-00-0000000</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION:</p> <p>NEW VEHICLE TIRE TAX - 6 TIRES x 1 VEHICLE</p> <p>PER ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</p> <p>VENDOR NOTE:</p> <p>PLEASE SUBMIT THE FOLLOWING ITEMS/DRAWINGS WITH YOUR BID (PLEASE MAKE SURE TO SUBMIT ANY OTHER ITEMS REQUESTED IN THE SPECS THAT MAY NOT BE MENTIONED HERE):</p> <ul style="list-style-type: none"> <li>- Page 3, #6: At least 5 references of Mobile Command Center vehicles w/ touch screen multiplex electrical control systems built and delivered in the last 12 months.</li> <li>- Page 3, #7: Detailed drawings of proposed vehicle.</li> <li>- Page 9: Photos of Wall Beams.</li> <li>- Page 9: Photos of Roof Bows and NFPA Tread Plate Roof Installation</li> <li>- Page 11: Photo of Slide-Out to show construction and fit and finish.</li> <li>- Page 11: Photo of Wall Construction.</li> <li>- Page 13: Photos of sample Cabinets.</li> <li>- Page 14: Photos of Touch Screen Control Panel.</li> <li>- Page 15: Photos of Power Converter Compartment.</li> </ul> <p>Prices are exclusive of federal excise tax. Exempt Certificate No. 95 7400 14K.</p> <p>Terms and conditions are in accordance with Solicitation RFB-IS-10200542.</p> <p>Delivery: 240 Days ARO</p> <p>REFERENCE:</p> <p>RQN #: 10012036</p> <p>FA APPROVAL CODE: 10FXSF046</p> <p>UNIT: 15763 - OPERATION SAFE STREETS BUREAU/FOR II</p> <p>SPECIAL FUND: 41052-NEF #10-6</p> <p>ACTIVITY CODE: BFND</p> <p>OBJECT CODE: 6049 - FIXED ASSET</p> <p>ADDITIONAL SHIPPING INFORMATION :</p>	6.000	EA	\$ 1.750	<p>\$ 10.50</p> <p>\$ 0.00</p>

# EXHIBIT “B”



August 15, 2011

Long Beach Police Department  
ATTN: Sergeant Ryan Watson  
400 W. Broadway  
Long Beach, CA 90802

Dear Mr. Watson,

LDV is pleased to present the following price justification for the mobile command center for the Police Department.

Commercial bid vehicle for the Los Angeles County Sheriff's Department \$248,944.00

Deletion of items not necessary for Long Beach: (\$50,043.00)

- Body Components: halogen taillight system;
- General Construction: back up camera system, coffee maker, refrigerator, lavatory, bench seating, laminate countertops, power roof vent, 8kw generator, 50 amp shore power inlet, auxiliary battery bank (4 battery system), fluorescent ceiling lights, LASD emergency lighting package, manual awning;
- Electronics: 40" Sony LCD TV, 32" Sharp LCD TV, Wingard manual TV antenna; and
- Radios: LASD radio package.

Additional items required by Long Beach: \$450,319.00

- Chassis Components: new model year chassis, rubber wheel chocks;
- Body Components: trailer hitch, LED taillight system, 2 additional slide-out rooms, windows in end panels of slide-outs, 4 additional storage compartments, exterior viewable TV compartment;
- General Construction: graphics package, back up camera system w/left & right turn cameras, blackout curtains, exterior galley, 45 cup coffee maker, exterior ice chest, 5 additional office chairs, solid surface countertops, 1 additional air conditioner, 1 additional electric heater, 25kw generator, 100 amp shore power inlet, 4 Kwik-Raze light poles, auxiliary battery bank (6 battery system), LED ceiling lights, Long Beach emergency lighting package, 2 electric awnings, roof access ladder;
- Electronics: 14 additional LCD monitors, 40" Samsung & 32" Samsung LCD TV, 42" LG LCD monitor with SmartBoard overlay, interior camera, quad multiplexer, 8x8 matrix switcher, modulated video system, Wingard automatic TV antenna, 42' mast with color/IR camera system, air compressor for mast;
- Telephone: Cisco phone system with VOIP, 8 Cisco telephone handsets, 3 Telular Phonecells, paging amp with external speakers;
- Computers: CAT6 computer network, 48-port patch panel, VPN router, multifunction printer, large-format color printer, 6 computers, wireless access point, EVDO modem, 1.2 meter satellite broadband system, 3G router, Long Beach LARCOPP system.

- Radios: Long Beach radio package with antenna raceway and patch panel; and
- Miscellaneous: 2 forty-space equipment racks, fiber optic connection for port security cameras, GPS.

Sale price F.O.B. Long Beach, CA per specifications	\$649,220.00
Long Beach, CA sales tax – 8.75%	<u>\$56,806.75</u>
Total price F.O.B. Long Beach, CA	\$706,026.75

Please contact me at 262-757-2432 with any questions.

Regards,



Rick Zinnen  
Senior Sales Specialist  
LDV, Inc.

BID NO: \_\_\_\_\_  
BOND NO: 0359452

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS: That we, LDV, Inc.  
as PRINCIPAL, and Cincinnati Insurance Company, located at  
PO Box 145496, Cincinnati, OH, 45250, a corporation, incorporated under the laws of the  
State of Ohio, admitted as a surety in the State of California and authorized to transact business in the State of California, as  
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation. In the sum of  
seven hundred six thousand, twenty-seven and 00/100 DOLLARS  
(\$ 706,027.00 ), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the  
Mobile Maritime Emergency Operation Center, and  
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and  
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this  
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the  
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of  
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,  
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or  
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or  
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of  
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to  
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature  
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 27 day of January, 20 12.

LDV, Inc.  
CONTRACTOR / PRINCIPAL  
By: [Signature]  
Name: Kurt Petrie  
Title: President  
By: [Signature]  
Name: Nancy Stelow  
Title: Assistant Secretary

Cincinnati Insurance Company  
SURETY  
By: [Signature]  
Name: Kelsey Jacobson  
Title: Attorney-in-Fact  
Telephone: (608) 257-3795

Approved as to form this 14th day of February, 20 12  
ROBERT E. SHANNON, City Attorney  
By: [Signature] Deputy

Approved as to sufficiency this 21 day of Feb, 20 12  
By: [Signature] Assistant City Manager  
City Manager / City Engineer

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's  
certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif.  
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# ALL-PURPOSE ACKNOWLEDGMENT

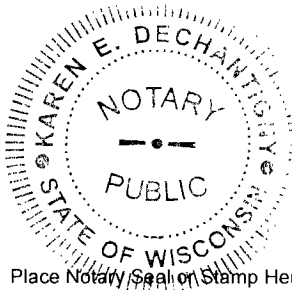
State of WI

County of Racine

On 2/10/12 before me, Karen Dechantigny  
DATE NAME OF NOTARY PUBLIC

personally appeared Kurt Petrie  
NAME(S) OF SIGNER(S)

☒ personally known to me OR ☐ 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.



WITNESS my hand and official seal.

K-E S  
SIGNATURE OF NOTARY

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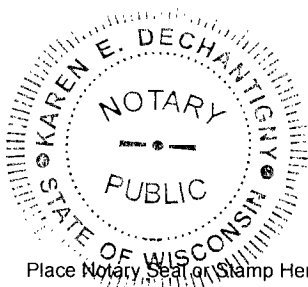
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WITNESS my hand and official seal.

K-E-D  
SIGNATURE OF NOTARY

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**LDV, INC..**

**MINUTES OF ACTION OF BOARD OF DIRECTORS IN LIEU OF MEETING**

The undersigned, being all the Directors of LDV, INC., a Wisconsin Corporation acting pursuant to the provision of Wisconsin Statutes, Section 180.0821, do hereby agree to the adoption of and do hereby adopt the following Resolution and take the following action. Such action is taken in lieu of a meeting, and the undersigned hereby waive any and all notice of the proposal to take any action in adopting such Resolution.

**RESOLUTION:**


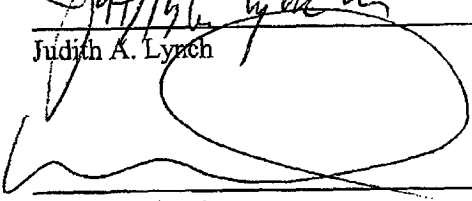
"BE IT RESOLVED: That the following officers of this corporation:

Kurt Petrie, President; or  
Nancy Strelow, Vice-President

are authorized for and on behalf of the corporation to execute any and all documents on behalf of said corporation.

"BE IT FURTHER RESOLVED: that the secretary or assistant secretary of this corporation be and is hereby authorized and directed to certify the foregoing resolution and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of this corporation."

Dated this 19<sup>th</sup> day of November, 2010.

  
\_\_\_\_\_  
David J. Lynch  
\_\_\_\_\_  
Judith A. Lynch  
\_\_\_\_\_  
Dennis R. Lynch



## Notary Acknowledgements

Principal Acknowledgements *- See all-purpose acknowledgement*

State of \_\_\_\_\_ County of \_\_\_\_\_  
\_\_\_\_\_ subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

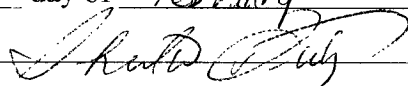
Notary Public, Commission Expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_  
\_\_\_\_\_ subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public, Commission Expires \_\_\_\_\_

### Surety Acknowledgment

State of WI County of DANE  
KELSEY JACOBSON subscribed and sworn before me this  
9th day of February, 2012

  
Notary Public, Commission Expires 6/16/2013

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Tim Hausmann; Jeff Hausmann; Steven L. Squires; Sheila Dickey; Judith A. Walker;  
Patrick A. McKenna; Brooke L. Parker and/or Kelsey Jacobson

of Madison, Wisconsin

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Thirty Million and No/100 Dollars (\$30,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Thomas H. Kelly*  
Vice President

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 27 day of January 2012



*Gregory J. Schlemmer*  
Secretary