

AGREEMENT
31952

Pubic Improvements

THIS AGREEMENT is made and entered into, in duplicate, as of this
8th day of December, 2010, 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

META HOUSING CORPORATION, a
California corporation, hereinafter designated
as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property
designated as 1235 Long Beach Boulevard, Tract Map Number 70974-01, in the City of
Long Beach, County of Los Angeles, State of California, described as being a final plot.
Being a subdivision of Lots 1,4,5,8,9,11,12,13, portions of lot 14, portions of Land
marked reservoir in block B of Stanwood and Nash's, subdivision of Farm lot 182 of the
American Colony Tract as per map recorded in book 36 at page 76 of miscellaneous
records of said county, and a portion of the alley 20 feet wide in said block B also known
as Regal Way vacated by resolution No. RES-09-0151 recorded December 17, 2009 as
instrument No. 2009-1925069.

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
1

December 2011, complete, to the satisfaction of the City Engineer of **CITY**, all of the improvement work required by Title 20 of the Municipal Code of **CITY**, which improvement 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 improvement 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 improvement 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.

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

12.8, 2010

BY: _____ Assistant City Manager

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

9/9/10, 2010

BY: _____ DEVELOPER John Huskey, President

9/9/10, 2010

BY: _____ DEVELOPER Kasey Burke, Sr. Vice President

_____, 201

BY: _____ DEVELOPER

_____, 201

BY: _____ DEVELOPER

Approved as to form this 17th day of November, 2010.

ROBERT E. SHANNON, City Attorney

BY: _____ DEPUTY

RM:bp
P:/PD/Sub/Agreement form 12_b_TM 70974-01.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Sept. 9, 2010
Date

before me, Marian Kain, Notary Public
Here Insert Name and Title of the Officer

personally appeared John M. Huskey and Kasey Burke
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature Marian Kain
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document 1235 Long Beach

Title or Type of Document: Agreement Between City of LB and Metra - Public Improvements

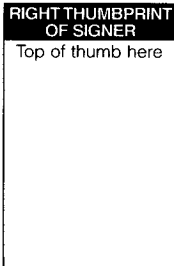
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

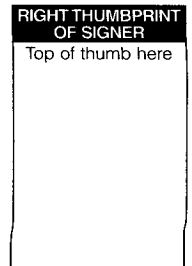
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

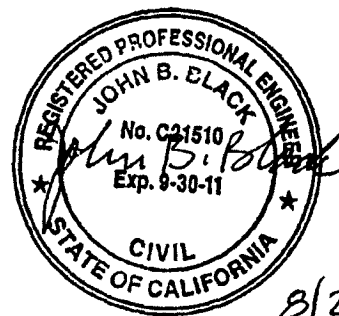
EXHIBIT A

KKG Inc.

OFFSITES ENGINEERS ESTIMATE
200 E. ANAHEIM St., LONG BEACH, CA

Prepared: 8/11/10

Printed: 8/24/10



Sheet #	Item #	Description	Quantity	UNIT	Unit Cost	Aggregate Cost
C2.0	1	DEMO AND REMOVE EXISTING BUILDING (ON SITE)	-	-	-	-
	2	REMOVE A/C PAVEMENT (ON SITE)	-	-	-	-
	3	REMOVE EXISTING WI FENCE & POSTS (ON SITE)	-	-	-	-
	4	REMOVE CONCRETE PAVEMENT (ON SITE)	-	-	-	-
	5	REMOVE AND/OR RELOCATE EXIST UTILITIES (UNDERGROUND ELECTRIC)	1	LS	32,445	32,455
	6	REMOVE BLOCK WALL AND FOUNDATION (ON SITE)	-	-	-	-
	7	REMOVE EXISTING PLANTERS (ON SITE)	-	-	-	-
	8	REMOVE EXISTING GUARD POSTS (ON SITE)	-	-	-	-
	9	REMOVE TRASH ENCLOSURE (ON SITE)	-	-	-	-
	10	REMOVE TREES (ON SITE)	-	-	-	-
	11	REMOVE GATE & POSTS (ON SITE)	-	-	-	-
	12	REMOVE/RELOCATE SIGNS (ON SITE)	-	-	-	-
	13	REMOVE C/L FENCE & POSTS	278	LF	5.00	1,390
	14	REMOVE DRAIN GRATE (ON SITE)	-	-	-	-
C3.0	1	8" CURB PER LONG BEACH STD 116	615	LF	50	30,750
	2	CONCRETE DRIVEWAY 6" PER LONG BEACH STD 105	887	SF	7.00	6,209
	3	CURB RAMP SPPWC 111-4	4	EA	900	3,600
	4	CONCRETE SIDEWALK STD 116	6,701	SF	5.00	33,505
	5	ALLEY INTERSECTION	743	SF	7.00	5,201
	6	4" CONCRETE PAVEMENT OVER 6" CMB	10,005	SF	8.00	80,040
	7	CURB THROUGH DRAIN	7	EA	1,600	11,200
	8	ROLLED CONCRETE CURB	316	LF	40	12,640
	9	6" CONCRETE CURB	187	LF	30	5,610
	10	CONCRETE TRASH RAMP W/6" CURBS ON SIDES (ON SITE)	-	-	-	-
	11	18" CURB TRANSITION	56	LF	40	2,240
	12	REMOVEABLE BOLLARDS (ON SITE)	-	-	-	-
	13	6" CONCRETE FILLED BOLLARDS	2	EA	265	530
	14	4" SIDE DIAG LOADING ZONE PAINTED (ON SITE)	-	-	-	-
C4.0	1	3" WATER (ON SITE)	-	-	-	-
	2	6" WATER	48	LF	250	12,000

EXHIBIT A

	3	6" FIRE LINE (ON SITE)	-		-	-
	4	HYDRANT WDS 102	2	EA	3,000	6,000
	5	DIP WATER 8" (ON SITE)	-		-	-
	6	DIP WATER 6"	372	LF	125	46,500
	7	CONNECT TO EXISTING WATER	4	EA	2,000	8,000
	8	CONNECT TO BUILDING WITH COUPLER (ON SITE)				-
	9	SEWER SCR 35 LATERAL 8"	138	LF	140	19,320
	10	CONNECT TO EXISTING MANHOLE	1	EA	1,900	1,900
	11	SEWER CLEAN OUT (ON SITE)	-		-	-
	12	CONNECT TO EXISTING 8" SEWER	4	EA	1,800	7,200
	13	CONNECT TO PROPOSED 8" LATERAL	1	EA	1,700	1,700
	14	3"X12 1/2" CURB DRAIN - ALHAMBRA FOUNDRY	7	EA	500	3,500
	15	RELOCATE FIRE HYDRANT	1	EA	2,100	2,100
	16	SEWER WITH 6" ENCASEMENT (PER PLBG PLANS) (ON SITE)	-		-	-
OTHER		GROUNDCOVER	3,836	SF	3.00	11,508
		TREES	13	EA	800	10,400
		IRRIGATION	3,836	SF	2.00	7,672
		REMOVE ALLEY PAVING	10,005	SF	3.00	30,015
		REMOVE CURB AND GUTTER	677	LF	11	7,442
		REMOVE SIDEWALK	7,371	SF	2.00	14,742
		SIGNALIZATION	1	LS	174,960	174,960
		SUBTOTAL				590,329
		CONTINGENCIES				59,033
		TOTAL CONSTRUCTION				649,362
		ONE YEAR WARRANTY				64,936
		TOTAL				714,298

Pubic Improvements

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City of Long Beach and Meta Housing Corporation, a California 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 December 8, 2010, and identified as Tract No. 70974-01 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 Ullico Casualty Company, as Surety, a corporation organized and existing under the laws of the State of Delaware, 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 Seven hundred Fourteen thousand, Two hundred Ninety-eight dollars (\$714,298) 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

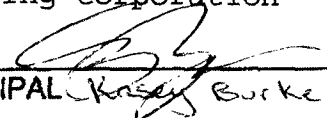
obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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 14th day of October, 2010.

Meta Housing Corporation

BY: 
PRINCIPAL *Kasey Burke*

BY: _____
PRINCIPAL

Ullico Casualty Company

BY: 
SURETY
Raymond E. Gail, Attorney in Fact

Approved as to form this 17th day of November 2010

ROBERT E. SHANNON, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 29th day of October, 2010

BY: 

DIRECTOR OF PUBLIC WORKS

BM:bp
Sub-14_TM 70974-01 (Bond For faithful performance).doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino



On OCT 14 2010 before me, Stacia C. Baker, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Raymond E. Gail
Name(s) of Signer(s)

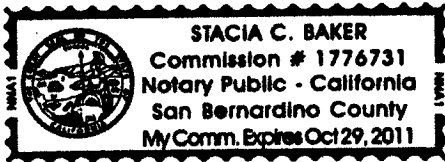
N/A

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.

Signature Stacia C. Baker
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

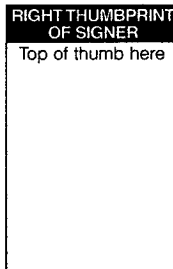
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

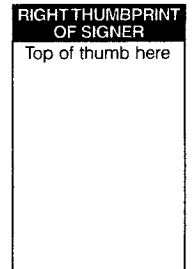
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Oct. 15, 2010

Date

before me,

Marian Kain, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Kasey Burke

Name(s) of Signer(s)

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.

Signature

Marian Kain

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document LB Senior

Title or Type of Document: Bond for faithful Performance

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: R.E. Gail & William J. Shupper of **Sierra Summit Surety Insurance Services, Inc.**

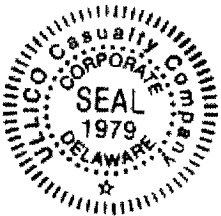
Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 16th day of July, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of **OCT 14 2010** 20_____.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company

Pubic Improvements

BOND FOR LABOR AND MATERIALS

WHEREAS, the City of Long Beach and Meta Housing Corporation, a California 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 December 8, 20~~08~~¹⁰, and identified as Tract Map No 70974 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 Ullico Casualty Company as Surety, a corporation organized and existing under the laws of the State of Delaware, 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 Three hundred Fifty-seven thousand, One hundred Forty-nine dollars (\$357, 149) 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.

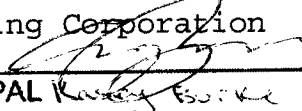
The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in

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, 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, 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 14th day of October, 2010~~08~~X

BY: 
PRINCIPAL *Raymond E. Gail*

BY: _____
PRINCIPAL

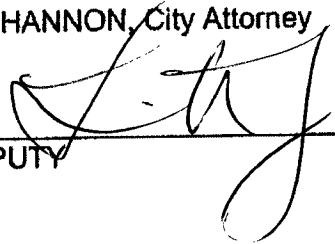
Ullico Casualty Company
BY: 
SURETY
Raymond E. Gail, Attorney in Fact

Approved as to form this 17^m day of November, 2010.

ROBERT E. SHANNON, City Attorney

BY: _____

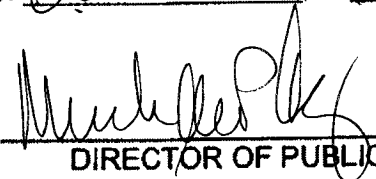
DEPUTY



Approved as to sufficiency this 29th day of October, 2010.

BY: _____

DIRECTOR OF PUBLIC WORKS



BM:bp
Sub-14B_TM 70974

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

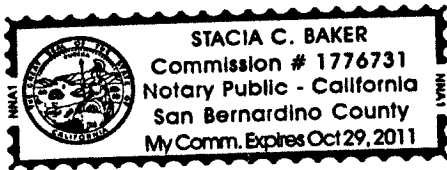
County of San Bernardino

On OCT 14 2010 before me, Stacia C. Baker, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Raymond E. Gail
Name(s) of Signer(s)

N/A

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.

Signature Stacia C. Baker
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

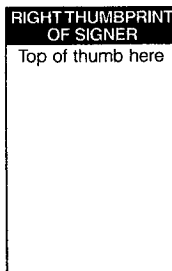
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

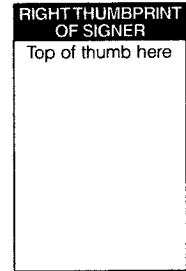
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Oct-15-2010 before me, _____
Date

Marian Kain, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

Kasey Burke
Name(s) of Signer(s)

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.



Place Notary Seal Above

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.

Signature Marian Kain
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document LB Senior

Title or Type of Document: Bond for Labor and Materials

Document Date: _____ Number of Pages: _____

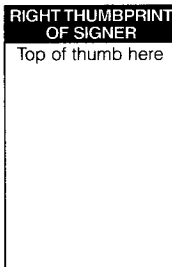
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

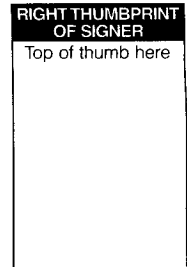
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **ULLICO CASUALTY COMPANY** (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: R.E. Gail & William J. Shupper of **Sierra Summit Surety Insurance Services, Inc.**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **ULLICO CASUALTY COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 16th day of July, 2009.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 16th day of July 2009, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **ULLICO CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public
CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of **OCT 14 2010** 20_____.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company