

**24. Accept and authorize the Chairman to execute the Certificate of Completion for FC-1180-02/BJC – Five Points Water Main Loop with Masci Corp., Harbor Oaks (Certificate of Completion).**

FC-1180-02/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the installation of an 8-inch master meter assembly, fire hydrants, valves, piping from 4 inch to 8 inches in diameter, service connections from ¾-inch to 2 inches in size, backflow preventers from ¾-inch to 6 inches in size, building service tin-ins, water main and water service abandonment, and the co-installation of 2-inch schedule 40 PVC conduit and pull boxes, maintenance of service and traffic, restoration, and other incidental work required to make a complete and operational system. As of February 24, 2003 all work and documentation have been satisfactorily completed. Administrative Services/Facilities Maintenance and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

**CONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FLORIDA County of VOLUSIA

LEONEL MASCI, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of MASCI CORPORATION), CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the MASCI CORPORATION and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]  
Signature of Affiant

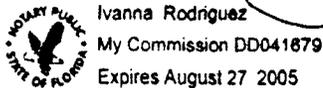
PRESIDENT  
Title

State of FLORIDA )  
                                  ) ss  
County of VOLUSIA )

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2002, by LEONEL MASCI, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature

Print name: Ivanna Rodriguez  
Notary Public in and for the County and State Aforementioned



My commission expires: 8/27/05  
App. Q-1

MASCI CORPORATION  
GENERAL CONTRACTOR  
5752 S. RIDGEWOOD AVE.  
HARBOR OAKS, FLORIDA 32127  
TELEPHONE: (386) 322-4500 FAX: (386) 322- 4600

PARTIAL WAIVER AND RELEASE OF LIEN  
FOR PROGRESS PAYMENT

JOB NAME/ NUMBER: FIVE POINTS WATER MAIN....#..FC-1180-02/BJC

The undersigned lienor TRAFFIC SERVICES....., in consideration of the sum of \$ 18.13....., with check # 2595 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 6/30/02..to MASCI CORPORATION

For the job located on the following describe property:  
SEMINOLE COUNTY.....  
1101 E. FIRST STREET...  
SANFORD, FL 32771.....

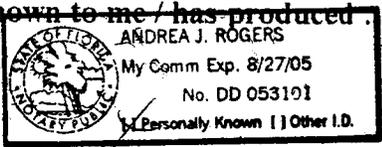
The waiver and release does not cover any retention, or labor, services or materials furnished after the date specified above or of exceptions listed on this document.

Acc... FIVE POINTS  
Invs. #: 56783, 58845 - .....

Dated this 5th day of Sept.....2002 Lienor's Name: Traffic Services, Inc.  
Address: 815 Kraft Rd  
Lakeland FL 33815  
sign by: [Signature]  
Charles Pullen - President  
(Print Name and Title)

State of Florida  
County of Polk.....

The following instrument was acknowledged before me this 5th day of September..2002, by Charles Pullen...President (Officer) of Traffic Services, Inc., a Florida..... (state) corporation/company, on behalf of the corporation/company. He/ She is personally known to me / has produced..... as identification



Notary Public: [Signature]  
State of: FLORIDA..

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

MASCI CORPORATION  
GENERAL CONTRACTOR

5752 S. RIDGEWOOD AVE.  
HARBOR OAKS, FLORIDA 32127  
TELEPHONE:(904) 322-4500 FAX:(904) 322-4600

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor... RECYCLED CONCRETE PRODUCTS..., in consideration of the final payment in the amount of \$... 192.60..., with Check 6496... hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through MASCI CORPORATION on the job of... FIVE POINTS WATER MAIN LOOP CONSTRUCTION... to the following described property... SEMINOLE COUNTY...  
..... 1101 E. FIRST ST., SANFORD, FL 32771

Bond Number... 780678.....  
Act... FIVE POINTS.....  
Invs. #... 1270.....

Dated this... 12<sup>th</sup> day of... Sept... 2002 Lienor's name : .....  
Address: .....

By: .....  
(Print Name and Title)

STATE OF... Florida.....  
COUNTY OF... Polk.....

Camellia L. Clark,  
OWNER

The following instrument was acknowledged before me this... 12<sup>th</sup> day of... September... 2002..., by... Camilla Clark..... (Officer) of... RECYCLED CONCRETE, a... Company..... (state) corporation/company, on behalf of the corporation/company. He (She) is personally known to me/ has produced..... as identification

 Ivanna Rodriguez  
My Commission DD041679  
Expires August 27 2005

Notary Public... Ivanna Rodriguez.....  
State of: Florida.....

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes(1996). Effective October 1,1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

MASCI CORPORATION  
GENERAL CONTRACTOR

5752 S. RIDGEWOOD AVE.  
HARBOR OAKS, FLORIDA 32127  
TELEPHONE: (904) 322-4500 FAX: (904) 322-4600

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor... INLAND MATERIALS INC..., in consideration of the final payment in the amount of \$... 297.46..., with Check 2681 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through MASCI CORPORATION on the job of... FIVE POINTS WATER MAIN LOOP CONSTRUCTION... to the following described property:... SEMINOLE COUNTY...  
..... 1101 E. FIRST ST., SANFORD, FL 32771

Bond Number... 780678.....

Act... FIVE.....

Invs. #... 74233.....

Dated this... 15... day of... Oct... 2000<sup>2</sup>

Lienor's name : Inland Materials

Address: P.O. Box 180158  
Casselberry FL 32718

By: Vincent R Murphy  
(Print Name and Title)

VINCENT R MURPHY  
Corp Sec

STATE OF... Florida.....  
COUNTY OF... Seminole.....

The following instrument was acknowledged before me this... 15... day of... Oct... 2000, by... VINCENT R MURPHY... (Officer) of... Inland Materials... a... Florida... (state) corporation/company, on behalf of the corporation/company. He /She is personally known to me/ has produced..... as identification



Donna L. Santee  
MY COMMISSION # CC996970 EXPIRES  
March 5, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public: Donna Santee  
State of:.....

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

MASCI CORPORATION  
GENERAL CONTRACTOR

5752 S. RIDGEWOOD AVE.  
HARBOR OAKS, FLORIDA 32127  
TELEPHONE:(904) 322-4500 FAX:(904) 322-4600

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor. BEDROCK RESOURCES....., in consideration of the final payment in the amount of \$ 69,300....., with Check 2633.. hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through MASCI CORPORATION on the job of...FIVE POINTS WATER MAIN LOOP CONSTRUCTION..... to the following described property:.....SEMINOLE COUNTY.....  
.....1101 E. FIRST ST., SANFORD, FL 32771.....

Bond Number...780678.....  
Act. MASC - FIVE P., NS  
Invs. #. 29,298.....

Dated this. 20th day of September 2008 Lienor's name Bedrock Resources  
Address: 1510 S.W. 17th St., Suite 302  
Ocala, Florida, 34474  
By: Leland R. Madsen  
(Print Name and Title)  
LELAND R. MADSEN  
ADMINISTRATOR

STATE OF Florida  
COUNTY OF Manatee

The following instrument was acknowledged before me this 20th day of September 2008, by LELAND MADSEN (Officer) of BEDROCK RESOURCES, FLORIDA (state) corporation/company, on behalf of the corporation/company. He /She is personally known to me/ has produced..... as identification



Amanda H. Dennard  
MY COMMISSION # DD075715 EXPIRES  
December 6, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public: Amanda H. Dennard  
State of: Florida

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes(1996). Effective October 1,1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.





# Capitol INDEMNITY CORPORATION 24

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900  
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900  
PHONE (608) 231-4450 • FAX (608) 231-2029

## POWER OF ATTORNEY

No: 638137

**Know all men by these Presents,** That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- JEFFREY W. REICH, SUSAN L. REICH, TERESA L. ROBINSON, KIM E. NIV, -----  
----- PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE OR J. GREGORY MACKENZIE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- NOT TO EXCEED \$3,000,000.00 -----

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 **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May 2002:

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Treasurer, this 15th day of May, 2002.

### CAPITOL INDEMNITY CORPORATION

Attest:

*Thomas K. Manion*  
Thomas K. Manion, Treasurer

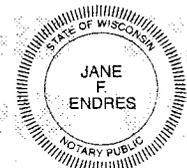


*David F. Pauly*  
David F. Pauly, Secretary

STATE OF WISCONSIN }  
COUNTY OF DANE }

On the 15th day of May, A.D., 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the Secretary of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }  
COUNTY OF DANE }



*Jane F. Endres*  
Jane F. Endres  
Notary Public, Dane Co., WI  
My Commission Expires 3-23-2003

### CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed this 4th Day of December, 2002



*James W. Smirz*  
James W. Smirz, Assistant Secretary

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

CERTIFICATE OF ENGINEER

Agreement Title: FIVE POINTS WATER LOOP MAIN CONSTRUCTION PROJECT

County Contract No.: CC-1180-02/BJC

Agreement Date: MAY 6, 2002

Project: FIVE POINTS WATER DISTRIBUTION IMPROVEMENTS  
(SOUTH END)

CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: MAY 6, 2002

CONTRACTOR's Notice to Proceed: MAY 20, 2002

Days allowed by Agreement: 150 DAYS

Extensions granted by C.O.: 0

Scheduled Completion Date: NOVEMBER 16, 2002

Work began: MAY 20, 2002

Project Substantially Completed: OCTOBER 18, 2002

Days to complete: 150 DAYS

Underrun: 0

Overrun: 0

DECEMBER 6, 2002  
Date

*John D. Froscher, Proj Engr*  
Engineer  
JOHN D. FROSCHER, P.E.  
PROJECT ENGINEER  
FLORIDA LAND DESIGN, INC.

**CERTIFICATE OF FINAL COMPLETION**

Agreement Title: FIVE POINTS WATER LOOP CONTRAUTION PROJECT

County Contract No: CC-1180-02/BJC

Project: FIVE POINTS WATER DISTRIBUTION SYSTEM IMPROVEMENTS(SOUTH END)

Contractor: MASCI CORPORATION

Agreement for: FIVE POINTS WATER MAIN LOOP Agreement date: MAY 6, 2002

This Certificate of Final Completion applies to all work under the Contract Documents

To: *John D. Froscher, Proj Engr.*  
FLORIDA LAND DESIGN, INC. Engineer  
JOHN D. FROSCHE, P.E. PROJECT ENGINEER

To: *[Signature]*  
MASCI CORPORATION Contractor  
LEONEL MASCI, PRESIDENT

To: Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: NOVEMBER 16, 2002

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON DECEMBER 6, 2002

FLORIDA LAND DESIGN, INC.

ENGINEER

BY: *John D. Froscher, Proj Engr.*

CONTRACTOR accepts this certificate of Final Completion on DECEMBER 6, 2002.

MASCI CORPORATION

CONTRACTOR

BY: *[Signature]*

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNT COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
BY: \_\_\_\_\_, Chairman

Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

Date: \_\_\_\_\_

CONTRACTOR'S RELEASE

FIVE POINTS WATER MAIN
Agreement Title: LOOP CONSTRUCTION PROJ. County Contract No.: CC-1180-02/BJC

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared LEONEL MASCI who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of MASCI CORPORATION, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on FIVE POINTS WATER MAIN LOOP, located in Seminole County, Florida, dated the 2ND day of DECEMBER, 2002, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 23,216.50 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 23,216.50 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

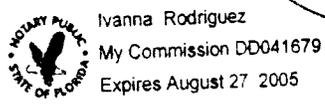
State of FLORIDA )
County of VOLUSIA ) ss

[Handwritten Signature]
Affiant

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2002, by LEONEL MASCI, who is personally known to me or who has produced as identification.

[Handwritten Signature: Ivanna Rodriguez]
Signature

Print name: Ivanna Rodriguez
Notary Public in and for the County and State Aforementioned



My commission expires: 8/27/05

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: FIVE POINTS WATER MAIN LOOP CONSTRUCTION PROJECT

COUNTY Contract No. CC-1180-02/BJC

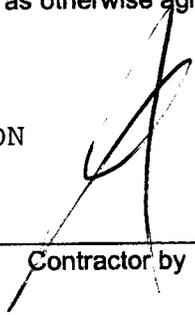
To: CONTRACTOR MASCI CORPORATION

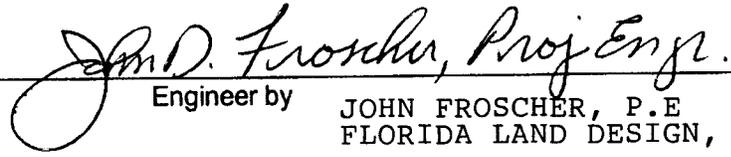
Project Manager LEONEL MASCI

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on NOVEMBER 14, 2002 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

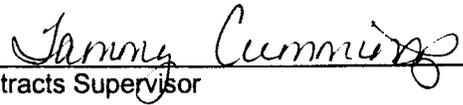
Accepted by:

CONTRACTOR MASCI CORPORATION

  
Contractor by

  
Engineer by JOHN FROSCHER, P.E  
FLORIDA LAND DESIGN, INC.

Reviewed by:

  
f → Contracts Supervisor

2/21/03  
Date

Bond# 780678  
Project: 02/21/2002, CC-1180-02/BJC  
Five Points South Water Main Loop

**MATERIAL AND WORKMANSHIP BOND**  
**(10% of Final Contract Price)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** Masci Corporation, hereinafter referred to a "Principal" and Capitol Indemnity Corporation, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 19,616.50 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1180-02/BJC; and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated May 6, 2002, and filed with the Purchasing Division of Seminole County; and

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

**NOW THEREFORE**, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

~~IN WITNESS WHEREOF~~ the Principal and the Surety have executed this Bond this 4th day of December, 20 02.

Address:  
5752 S. Ridgewood Ave.  
Harbor Oaks, FL 32127  
(386) 322-4500

Masci Corporation (SEAL)

Principal  
By: [Signature] Its: KM  
(If a Corporation)

ATTEST: [Signature] Its: [Signature]  
(If a Corporation)

Address:  
4610 University Ave., 9th FL  
Madison, WI 53705  
(800) 475-4450

Capitol Indemnity Corporation (SEAL)  
Surety

By: Patricia L. Slaughter\*  
Patricia L. Slaughter\* Its Attorney-in-Fact & FL Licensed Resident Agent

Phone No. \* (407) 786-7770

Fax No. (407) 786-7766

ATTEST: Jan Carey  
Jan Carey

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.



# Capitol INDEMNITY CORPORATION 24

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900  
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900  
PHONE (608) 231-4450 • FAX (608) 231-2029

## POWER OF ATTORNEY

No: 638138

**Know all men by these Presents,** That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- JEFFREY W. REICH, SUSAN L. REICH, TERESA L. ROBINSON, KIME. NIV, -----  
----- PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE OR J. GREGORY MACKENZIE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of  
----- NOT TO EXCEED \$3,000,000.00 -----

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 **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May 2002:

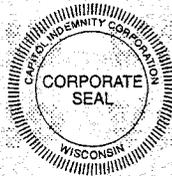
"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Treasurer, this 15th day of May, 2002.

### CAPITOL INDEMNITY CORPORATION

Attest:

*Thomas K. Manion*  
Thomas K. Manion, Treasurer

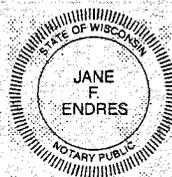


*David F. Pauly*  
David F. Pauly, Secretary

STATE OF WISCONSIN }  
COUNTY OF DANE }

On the 15th day of May, A.D., 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the Secretary of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }  
COUNTY OF DANE }

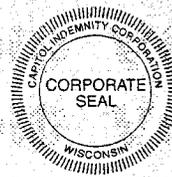


*Jane F. Endres*  
Jane F. Endres  
Notary Public, Dane Co., WI  
My Commission Expires 3-23-2003

### CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed this 4th Day of December, 2002.



*James W. Smirz*  
James W. Smirz, Assistant Secretary

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.