

ORIGINAL

FIRST AMENDMENT
TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY, OWNER AND SUBDIVIDER

THIS FIRST AMENDMENT to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider (hereinafter referred to as the "Agreement"), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **LANDSOURCE HOLDING COMPANY, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, Suite 400, Aliso Viejo, California 92656, and whose local office address is 25124 Springfield Court, Suite 300, Valencia, California 91355 (hereinafter referred to as "Owner"); and **LENNAR COMMUNITIES, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, #500, Aliso Viejo, California 92656, and whose local office address is 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678-1936 (hereinafter referred to as "Subdivider"), concerning **WEST VALLEY VILLAGE, UNIT 3A** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 11th day of July, 2007;

RECITALS

WHEREAS, the Agreement requires Owner and Subdivider to complete the subdivision improvements thereunder on or before July 11, 2009, and Owner and Subdivider have not completed all of the improvements but have requested an extension of time to complete the subdivision improvements;

WHEREAS, on February 7, 2012, the Board of Supervisors directed the Department of Transportation to process an amendment to the Agreement extending the time for completion of the subdivision improvements for Board approval;

WHEREAS, the drainage improvement work required under the Subdivision Grading Agreement was not completed and Owner and Subdivider have requested said work be completed with the subdivision improvements, amending **Exhibit F, Schedule of Erosion Control Improvements**;

WHEREAS, Owner requested a reduction to the Performance Bond because the water, recycled water, and sewer improvements were seventy percent (70%) completed, and the erosion control improvements were fifty percent (50%) completed, thus, the Performance Bond was reduced on September 23, 2008. The estimated costs of installing the improvements have changed, requiring amended cost exhibits and increased securities;

WHEREAS, the County's notice recipients and the County officer or employee with responsibility for administering this Agreement have changed;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Agreement as follows:

Section 1 shall be amended to read as follows:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **WEST VALLEY VILLAGE UNIT 3A IMPROVEMENT PLANS** which were approved by the County Engineer, Department of Transportation, on April 24, 2006. Attached hereto are Amended Exhibit A, marked "Amended Schedule of Street Improvements;" Amended Exhibit B, marked "Amended Schedule of Water Improvements;" Amended Exhibit C, marked "Amended Schedule of Recycled Water Improvements;" Amended Exhibit D, marked "Amended Schedule of Sewer Improvements;" Amended Exhibit E, marked "Amended Schedule of Power and Telephone Improvements;" and Amended Exhibit F, marked "Schedule of Erosion Control / Drainage Improvements;" and the certificate, marked "Amended Certificate of Partial Completion of Subdivision Improvements," all of which are incorporated herein and made by reference a part hereof. The Amended Exhibits and Certificate of Partial Completion describe quantities, units and costs associated with the improvements to be made.

Section 3 is hereby amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2013.

Section 23 shall be amended to read as follows:

23. The estimated cost of installing all of the improvements is **FOUR MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND 23/100 (\$4,773,456.23)**. The revised cost estimates shall be in accordance with the certificate marked, "Amended Certificate of Partial Completion of Subdivision Improvements," incorporated herein and made by reference a part hereof.

Section 29 shall be amended to read as follows:

29. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Steve P. Kooyman, P.E.
Acting Deputy Director,
Engineering,
Transportation Planning &
Land Development Division

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janel Gifford, P.E.
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

LandSource Holding Company, LLC
25124 Springfield Court, Suite 300
Valencia, California 91355

Attn.: Jeffrey Lawhon, Vice President

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Communities, Inc.
~~1075 Creekside Ridge Drive, Suite 110~~ 1420 Rocky Ridge Drive, Ste. 320
Roseville, California ~~95678-1936~~ 95661

Attn.: Larry Gualco, Vice President

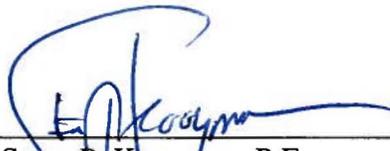
or to such other location as Subdivider directs.

Section 30 shall be amended to read as follows:

30. The County officer or employee with responsibility for administering this Agreement is Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development Division, Department of Transportation, or successor.

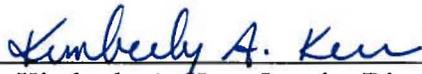
Except as herein amended, all other parts and sections of that certain Agreement shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Steve R. Kooyman, P.E.
Acting Deputy Director, Engineering
Transportation Planning &
Land Development Division
Department of Transportation

Dated: 1/7/13

Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Interim Director
Department of Transportation

Dated: 1/8/13

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this First Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:

~~Terri Daly~~ **JAMES S. MITRISIN**
~~Acting~~ Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

"OWNER"
LANDSOURCE HOLDING COMPANY, LLC
A Delaware Limited Liability Company

By: LandSource Holding Company, LLC
A Delaware Limited Liability Company

By: Newhall Land Development, LLC
A Delaware Limited Liability Company
its Sole Member

By: Newhall Holding Company, LLC
A Delaware Limited Liability Company,
its Manager

By:  _____

Dated: 10/19/12

Jeffrey Lawhon
Vice President

OWNER

ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 10, 2012 before me, Mary Alexander, Notary Public,
(here insert name and title of the officer)

personally appeared Jeffrey R. Lawhon

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.

Signature Mary Alexander



**“SUBDIVIDER”
LENNAR COMMUNITIES, INC.
A California Company**

By: Lennar Homes of California, Inc.
A California Corporation
Its California Manager

By: 

Larry Gualco
Vice President

Dated: 10/17/12

By: _____
Corporate Secretary

Dated: _____

"SUBDIVIDER"
LENNAR COMMUNITIES, INC.
A California Company

By: Lennar Homes of California, Inc.
A California Corporation
Its California Manager

By: _____
Larry Gualco
Vice President

Dated: _____

By: Garl Keith _____

Dated: 12/19/12 _____

~~Corporate Secretary~~
VP/ Division Controller

SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

On 12/7/12 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Larry Gualco

~~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.

Signature Monique Reynolds



(Seal)

SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

On 12/19/12 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Earl Keith

~~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.

Signature Monique Reynolds



(Seal)

Amended Exhibit A

Amended Schedule of Street Improvements

Owner and Subdivider agree to improve all streets and roads for dedication upon the final map of the **West Valley Village, Unit 3A** Subdivision required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Street Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Mobilization	1	LS	\$12,000.00	\$ 12,000.00
Place 3" AC / 8" AB	165,870	SF	\$ 4.80	\$ 796,176.00
Rolled Curb and Gutter	11,730	LF	\$ 30.50	\$ 357,765.00
Vertical Curb and Gutter	435	LF	\$ 30.50	\$ 13,267.50
Concrete Sidewalk	20,432	EA	\$ 6.10	\$ 124,635.20
Handicap Ramp	8	EA	\$ 2,000.00	\$ 16,000.00
Stop Bar w/Stop Sign	6	EA	\$ 762.00	\$ 4,572.00
Street Sign	6	EA	\$ 406.40	\$ 2,438.40

Amended Subtotal for Street Improvements: \$ 1,326,854.10

Amended Exhibit B

Amended Schedule of Water Improvements

Owner and Subdivider agree to install the water supply and distribution system in the **West Valley Village, Unit 3A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
8" PVC C-900 (CL 150)	5,435	LF	\$ 48.00	\$ 260,880.00
10" PVC C-900 (CL 150)	766	LF	\$ 54.00	\$ 41,364.00
8" Gate Valve	15	EA	\$ 960.00	\$ 14,400.00
10" Gate Valve	4	EA	\$ 1,080.00	\$ 4,320.00
2" Blow Off	2	EA	\$ 840.00	\$ 1,680.00
1" Air Release Valve	2	EA	\$ 1,140.00	\$ 2,280.00
Fire Hydrant and Appurtenances	18	EA	\$ 3,000.00	\$ 54,000.00
1" Water Services	90	EA	\$ 600.00	\$ 54,000.00
Backflow Preventor	69	EA	\$ 1,000.00	\$ 69,000.00
Connect to Existing Waterline	2	EA	\$ 2,400.00	\$ 4,800.00

Amended Subtotal for Water Improvements: \$ 506,724.00

Amended Exhibit C

Amended Schedule of Recycled Water Improvements

Owner and Subdivider agree to install the recycled water supply and distribution system in the **West Valley Village, Unit 3A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Recycled Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC, C-900 (CL 150)	5,517	LF	\$ 42.00	\$ 231,714.00
6" Gate Valve	16	EA	\$ 840.00	\$ 13,440.00
2" Blow Off	4	EA	\$ 840.00	\$ 3,360.00
1" Air Release Valve	3	EA	\$ 1,140.00	\$ 3,420.00
1" Recycled Water Services	92	EA	\$ 600.00	\$ 55,200.00
Connect to Existing Waterline	2	EA	\$ 2,400.00	\$ 4,800.00

Amended Subtotal for Recycled Water Improvements: \$ 311,934.00

Amended Exhibit D

Amended Schedule of Sewer Improvements

Owner and Subdivider agree to install the sewer collection and disposal system in the **West Valley Village, Unit 3A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Sewer Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC, SDR-35	4,965	LF	\$ 48.00	\$ 238,320.00
Std 48" Manhole	21	EA	\$ 3,600.00	\$ 75,600.00
4" Standard Sewer Services	93	EA	\$ 600.00	\$ 55,800.00
6" Sewer Clean Out	1	EA	\$ 420.00	\$ 420.00
Connect to Existing Sewerline	2	EA	\$ 1,800.00	\$ 3,600.00
TV Inspection	4,965	LF	\$ 2.00	\$ 9,930.00

Amended Subtotal for Sewer Improvements: \$ 383,670.00

Amended Exhibit E

Amended Schedule of Power and Telephone Improvements

Owner and Subdivider agree to install the underground power and telephone utilities in the **West Valley Village, Unit 3A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Power and Telephone Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Mailine Trenching	54	Lot	\$ 1,920.00	\$ 103,680.00
Conduit and Boxes	54	Lot	\$ 1,440.00	\$ 77,760.00
Wiring and Transformers	54	Lot	\$ 1,440.00	\$ 77,760.00
Utility Services	54	Lot	\$ 8,000.00	\$ 432,000.00

Amended Subtotal for Power and Telephone Improvements: \$ 691,200.00

Amended Exhibit F

Amended Schedule of Erosion Control / Drainage Improvements

Owner and Subdivider agree to install the erosion control / drainage improvements in the **West Valley Village, Unit 3A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Erosion Control / Drainage Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
12" HDPE	61	LF	\$ 50.80	\$ 3,098.80
18" HDPE	3,091	LF	\$ 55.90	\$ 172,786.90
Santa Rosa 6Y Gallery	8	EA	\$ 3,120.00	\$ 24,960.00
Santa Rosa Type 4AC Inlet	10	EA	\$ 3,120.00	\$ 31,200.00
48" Manhole	26	EA	\$ 3,600.00	\$ 93,600.00
36" OCP	4	EA	\$ 2,400.00	\$ 9,600.00
Connect to Existing Storm Drain	1	EA	\$ 1,800.00	\$ 1,800.00
TV Inspection of Storm Drains	3,152	LF	\$ 2.05	\$ 6,461.60
Erosion Control Maintenance	54	LOTS	\$ 760.00	\$ 41,040.00
Fugitive Dust Control	54	LOTS	\$ 760.00	\$ 41,040.00
SWPPP Compliance	54	LOTS	\$ 480.00	\$ 25,920.00

Amended Subtotal for Erosion Control / Drainage Improvements: \$ 451,507.30

Amended Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following cost estimates have been revised to reflect the current economy and that improvements for **West Valley Village Unit 3A Subdivision, TM 99-1359-3A** have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Street Improvements	\$ 1,326,854.10	0%	\$ 1,326,854.10
Water Improvements	\$ 506,724.00	48.34%	\$ 261,773.62
Recycled Water Improvements	\$ 311,934.00	49.29%	\$ 158,181.73
Sewer Improvements	\$ 383,670.00	51.80%	\$ 184,928.94
Power and Telephone Improvements	\$ 691,200.00	0%	\$ 691,200.00
Erosion Control / Drainage Improvements	\$ 451,507.30	58.49%	\$ 187,420.68
Bond Enforcement 2%	\$ 73,437.79	0%	\$ 73,437.79
Construction Staking 4%	\$ 146,875.58	0%	\$ 146,875.58
Construction Management (10%)	\$ 367,188.94	0%	\$ 367,188.94
Contingency 10%	\$ 367,188.94	0%	\$ 367,188.94
Inspection 4%	\$ 146,875.58	0%	\$ 146,875.58
Total	\$ 4,773,456.23		\$ 3,911,925.90

I estimate the revised total cost of completing the improvements agreed to be performed by the Owner and Subdivider to be **Four Million Seven Hundred Seventy-Three Thousand Four Hundred Fifty-Six Dollars and 23/100 (\$4,773,456.23)**.

I estimate the revised total cost of completing the remainder of the improvements to be **Three Million Nine Hundred Eleven Thousand Nine Hundred Twenty-Five Dollars and 90/100 (\$3,911,925.90)** and the revised cost of the completed work to be **Eight Hundred Sixty-One Thousand Five Hundred Thirty Dollars and 33/100 (\$861,530.33)**.

The revised amount of the previously reduced Performance Bond is **Three Million Nine Hundred Ninety-Eight Thousand Seventy-Eight Dollars and 93/100 (\$3,998,078.93)**, representing a reduction of 90% of the revised cost estimate for the work completed.

The revised amount of the Laborers and Materialsmen Bond is **Two Million Three Hundred Eighty-Six Thousand Seven Hundred Twenty-Eight Dollars and 11/100 (\$2,386,728.11)**, which is 50% of the revised Total Cost of the Improvements.

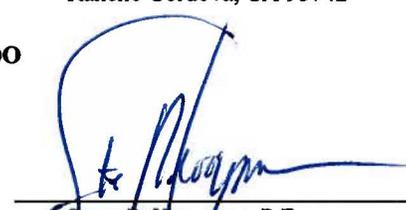
DATED: 10-15-12


 David R. Crosarial, RCE 34520
 CTA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 1/7/13


 Steve P. Klooyman, P.E.
 Acting Deputy Director, Engineering
 Transportation Planning & Land
 Development Division

Rider #1
West Valley Village Unit 3A, TM 99-1359-3A

RIDER

To be attached and form part of:

Bond Number 6547250
dated July 22, 2009

issued by the Safeco Insurance Company of America
(Surety)
in the amount of \$3,378,150.67 – Performance Bond;
\$2,384,296.49 – Laborers and Materialmens Bond

on behalf of Lennar Communities, Inc.
(Principal)

and in favor of County of El Dorado, California
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the referenced bond shall be amended as follows:

Bond amount amended as follows, respectively:	
Performance Bond	Laborers and Materialmens Bond
From: \$3,378,150.67	From: \$2,384,296.49
To: \$3,998,078.93	To: \$2,386,728.11

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

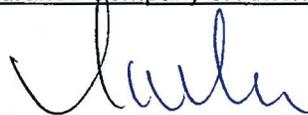
This Rider is to be Effective this 1st day of November, 2012.

Signed, Sealed and Dated this 30th day of October, 2012.

Lennar Communities, Inc., a California corporation
(Principal)

By: 

Safeco Insurance Company of America
(Surety)

By: 
Irene Lau, Attorney-in-Fact

Acknowledged and approved:

County of El Dorado

By: _____

SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

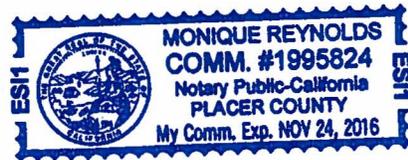
On 12/7/12 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Larry Gualco

~~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.

Signature Monique Reynolds



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On OCT 30 2012 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Irene Lau -----
[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.



(Seal)

WITNESS my hand and official seal.

Kathy R Mair
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

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Irene Lau

- 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
--



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 7538

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****IRENE LAU; KATHY R. MAIR; Newport Beach, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this OCT 30 2012 day of



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary