

THIRD AMENDMENT
TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND SILVER SPRINGS, LLC

THIS THIRD AMENDMENT to that certain Agreement to Make Subdivision Improvements for Class I Subdivision Between County and Silver Springs, LLC (hereinafter referred to as "Agreement") concerning **Silver Springs Unit 1** made and entered into on September 26, 2006, by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **SILVER SPRINGS, LLC**, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2999 Oak Road, Suite 400, Walnut Creek, California 94597 (hereinafter referred to as "Owner");

RECITALS

WHEREAS, County and Owner entered into that certain Subdivision Improvement Agreement on September 26, 2006, thereafter amended on July 17, 2007, and April 6, 2010, copies of which are attached herein;

WHEREAS, Section 3 of the Agreement as amended required Owner to complete the subdivision improvements thereunder on or before September 26, 2010;

WHEREAS, Owner has not yet commenced construction of the improvements, but requested an extension of time to September 25, 2013;

WHEREAS, pursuant to the Agreement, Owner is required to construct or cause to be constructed the on-site portion of Silver Springs Parkway subject to review and approval by the County Engineer, portions of which may be subject to reimbursement as set forth in the conditions;

WHEREAS, Developer has requested County oversee construction of the on-site portion of Silver Springs Parkway Realignment Onsite Phase – 2 Project and County has agreed to bid the construction of that work, together with the Green Valley Road/Silver Springs Parkway Intersection, Green Valley Road/Deer Valley Road Turn Lanes, and the Joint Trench Composite Drawing for the Silver Springs Unit #1 Projects, currently the subject of an existing Road Improvement Agreement between the parties. The work will be bid as one Project, as described in the Amendment II to Road Improvement Agreement for Intersection and Traffic Signals At Green Valley Road and Silver Springs Parkway and Green Valley Road and Deer Valley Road between County and Silver Springs, LLC, executed contemporaneously herewith;

WHEREAS, the Owner warrants and represents that no work has been done, no labor has yet been engaged or contracted for and no materials have been ordered, secured or provided with respect to the construction of the Silver Springs Unit 1 Subdivision and Silver Springs Parkway Realignment Onsite Phase – 2 Project;

WHEREAS, Owner shall provide the County a Surety Rider to the Performance Bond #070003258 and Laborers and Materialmens Bond #070003258 (“Bonds”) on file with the County for the Silver Springs Unit #1 to bond for the work in the Amended Road Improvement Agreement;

WHEREAS, the parties desire to amend this Agreement, and will simultaneously amend their existing Road Improvement Agreement, and will enter into the Reimbursement Agreement for the Onsite and Offsite Road Improvements for Silver Springs Development between the County and Developer (hereinafter referred to as the “Reimbursement Agreement”) and the California Statewide Communities Development Authority Statewide Community Infrastructure Program Requisition and Shortfall Agreement by and among the County of El Dorado, California Statewide Communities Development Authority and Silver Springs, LLC (hereinafter referred to as the “SCIP Agreement”) to reflect the obligations of the parties as modified;

WHEREAS, the Owner has agreed to provide the County up to 17,000 cubic yards of earthen material for export fill to be used for the work contained in the existing Road Improvement Agreement between the parties in accordance with the Plans and Specifications for said Projects;

WHEREAS, the parties desire to include the construction of the bus pull-outs as required in the Findings/Conditions of Approval for TM 97-1330 within said work in accordance with the Plans and Specifications for said Projects;

WHEREAS, the Owner will either construct the bus shelters as required in the Findings/Conditions of Approval for TM 97-1330 as part of the Subdivision improvements under this Agreement or amend the existing Agreement between Silver Springs, LLC and El Dorado County Transit Authority (“EDCTA”) dated May 16, 2006 and make a direct payment to EDCTA for the installation of the bus shelters.

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 in this Third Amendment as follows:

Section 1 is 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 *Grading and Improvement Plans for Silver Springs Unit 1*, which were approved by the County Engineer, Department of Transportation, on May 9, 2006. Attached hereto are Amended Opinion of Probable Costs and Amended Certificate of Partial Completion, Amended Schedule A, marked “General Sitework Improvements,” Amended Schedule B, marked “Surface Improvements,” Amended Schedule C, marked “Storm Drainage Improvements,” Amended Schedule D, marked “Sanitary Sewer Improvements,” Amended Schedule E, marked “Water Improvements,” Amended Schedule F, marked “Striping and Signage Improvements,” Amended Schedule G, marked

“Erosion Control Improvements,” and Amended Schedule H, marked “Underground Power, Telephone and Cable Improvements,” all of which are incorporated herein and made by reference a part hereof. The Amended Schedules describe quantities, units and costs associated with the improvements to be made. In addition, Owner shall further design and cause to construct the bus shelters as required within the Findings/Conditions of Approval for TM 97-1330 or amend the existing Agreement dated May 16, 2006 between Silver Springs, LLC and El Dorado County Transit Authority (“EDCTA”) and make a direct payment to EDCTA for the installation of the bus shelters prior the completion and acceptance of the Subdivision improvements by the County. Owner shall provide the County with 17,000 cubic yards of earthen material for export fill from on-site, and shall provide full access to County and County’s contractor to remove said export fill, to be used for the work the subject of the Road Improvement Agreement between the parties in accordance with the Plans and Specifications for said Projects, at no cost to the County. The material shall be removed from the Unit #1 property in accordance with the approved grading plan for Unit #1. County agrees to leave the Property in a safe and functional condition in accordance with best management practices and local and State regulations relating to drainage and storm water protection. Upon installation of storm water best management practice improvements necessary to stabilize site from impacts due to grading and removal of all temporary construction storm water best management measures which may have been utilized during the construction of the Silver Springs Parkway, by County necessary to leave the property in a safe and functional condition.

As of the effective date of this Amendment, Owner warrants and represents that no work has proceeded, and that no labor has been engaged or contracted for and that no materials have been ordered, secured or provided with respect to the Subdivision.

Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before September 25, 2013.

Section 11 is amended to read as follows:

11. Enter into a Road Improvement Agreement with County contemporaneously with this Agreement for the work defined within the Plans and Specifications for CIP Project #76107 inclusive of the Silver Springs Parkway Realignment Onsite Phase – 2 Project, Project #66106 Green Valley Road/Silver Springs Parkway Intersection, Project #66107 Silver Springs Parkway to Green Valley Road (north segment)(Green Valley Road Intersection Signalization – 2, CIP #76114, Project #66114 Green Valley Road/Deer Valley Road West Intersection Improvements, and the Joint Trench Composite Drawing for Silver Springs Unit #1, with insurance and bonds as set forth therein. Such Agreement shall include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County’s County Counsel and Risk Management Divisions.

Section 22 is amended to read as follows:

22. The estimated cost of installing all of the improvements for the Silver Springs Unit 1 (53 Lots) improvements is **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00).**

Section 27 is amended to read as follows:

27. 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: Sherrie Busby-Graham
Administrative Services Officer
Contract/Procurement Services

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Silver Springs, LLC
c/o the Cambay Group
2999 Oak Road, Suite 400
Walnut Creek, California 94597

Attn: William C. Scott, Jr., Chief Financial Officer

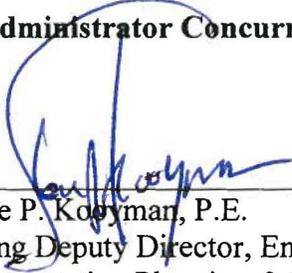
or to such other location as Owner directs.

Section 28 is amended to read as follows:

28. 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, or successor.

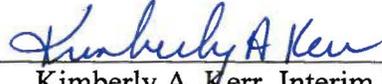
Except as herein amended, all other parts and sections of that certain Subdivision Improvement Agreement dated September 26, 2006, as amended, shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

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

Dated: 4/17/13

Requesting Department Concurrence:

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

Dated: 4/12/13

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

-- COUNTY OF EL DORADO --

By: 

RON BRIGGS, Chair
Board of Supervisors
"County"

Dated: 5-14-13

Board Date: September 25, 2012

Attest:
James S. Mitrissin
Clerk of the Board of Supervisors

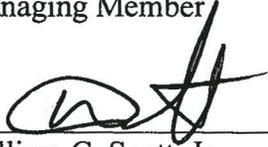
By: 

Deputy Clerk

Dated: 5-14-13

-- SILVER SPRINGS, LLC --

SILVER SPRINGS, LLC
a California limited liability company
By: Sorrento, Inc., a California corporation
Its Managing Member

By: 

William C. Scott, Jr.
Chief Financial Officer
"Owner"

Dated: 3-12-13

ACKNOWLEDGMENT

State of California

County of CONTRA COSTA

On MAR 12 2013 before me, APRIL CONDE MALLARI, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared WILLIAM C. SCOTT, JR.

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 *April Conde Mallari*



(Seal)

Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330

Amended Schedule A

Opinion of Probable Costs

Schedule of General Sitework Improvements

Owner agrees to improve all streets and roads for dedication upon the final map of the **Silver Springs, LLC Silver Springs Unit 1** 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 Schedule of General Sitework Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Mobilization/Demobilization	1	LS	\$ 15,000	\$15,000
Clearing and Grubbing	1	LS	\$ 20,000	\$20,000
Earthwork	75,000	YD ³	\$ 10	\$750,000
Export	26,000	YD ³	\$ 12	\$312,000
Existing Trees to be Removed	6	EA	\$ 500	\$3,000
4' Keystone Retaining Wall	45	LF	\$ 50	\$2,250
5' Keystone Retaining Wall	95	LF	\$ 55	\$5,225
0'-6' Keystone Retaining Wall	82	LF	\$ 50	\$4,100
6' Keystone Retaining Wall	396	LF	\$ 65	\$25,740

Amended Subtotal for General Sitework Improvements \$1,137,315

Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330

Amended Schedule B

Opinion of Probable Costs

Schedule of Surface Improvements

Owner agrees to improve all streets and roads for dedication upon the final map of the **Silver Springs, LLC Silver Springs - Unit 1** 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 Schedule of Street Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
3" Type "A" Asphalt Concrete	2,892	TON	\$ 90	\$ 260,280
11" Class 2 A.B.	4,488	YD ³	\$ 81	\$ 363,528
4" PCC Sidewalk on 4" min. A.B.	26,773	FT ³	\$ 5	\$ 133,865
Sidewalk Ramp	15	EA	\$ 1,500	\$ 22,500
Type 1 Curb & Gutter	5,986	LF	\$ 22	\$ 131,692
Type 2 Curb & Gutter	430	LF	\$ 23	\$ 9,890
Curb & Gutter Transition	120	LF	\$ 25	\$ 3,000
Bus Shelter and Installation	3	EA	\$ 6,000	\$ 18,000

Amended Subtotal for Surface Improvements \$ 942,755

**Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330**

Amended Schedule C

Opinion of Probable Costs

Schedule of Storm Drainage Improvements

Owner agrees to install the storm drainage improvements in the **Silver Springs, LLC Silver Springs - Unit 1** 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 Schedule of Storm Drainage Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
12" HDPE Pipe	61	LF	\$ 42	\$ 2,562
18" HDPE Drain	2,336	LF	\$ 55	\$ 128,480
24" HDPE Drain	244	LF	\$ 65	\$ 15,860
48" Drain M.H.	9	EA	\$ 4,000	\$ 36,000
Type 'SR 4A' D.I.	18	EA	\$ 3,500	\$ 63,000
Grated Inlet per STD. Plan 115A	9	EA	\$ 1,800	\$ 16,200
Drainage Ditch	3,536	LF	\$ 10	\$ 35,360
Erosion Control Pipe Discharge	5	EA	\$ 5,000	\$ 25,000
Amended Subtotal for Storm Drainage Improvements				\$ 322,462

Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330

Amended Schedule D

Opinion of Probable Costs

Schedule of Sanitary Sewer Improvements

Owner agrees to install the sanitary sewer collection and disposal system in the **Silver Springs, LLC Silver Springs Unit 1** 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 Schedule of Sanitary Sewer Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC SDR-35 Sewer	2,433	LF	\$ 45	\$ 109,485
8" PVC SDR-35 Sewer	142	LF	\$ 50	\$ 7,100
48" Sewer Manhole	9	EA	\$ 4,500	\$ 40,500
48" Lined Sewer Manhole	4	EA	\$ 4,500	\$ 18,000
60" Lined Sewer Manhole	1	EA	\$ 5,000	\$ 5,000
Existing M.H. to be Adjusted	3	EA	\$ 1,200	\$ 3,600
Sewer Services	53	EA	\$ 850	\$ 45,050
Amended Subtotal for Sanitary Sewer Improvements				\$ 228,735

**Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330**

Amended Schedule E

Opinion of Probable Costs

Schedule of Water Improvements

Owner agrees to install the water supply and distribution system in the **Silver Springs, LLC Silver Springs Unit 1** 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 Schedule of Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
4" PVC C-900	375	LF	\$ 35	\$ 13,125
8" PVC C-900	1,317	LF	\$ 45	\$ 59,265
10" PVC C-900	1,756	LF	\$ 55	\$ 96,580
3/4" Service Meter & RP Backflow	53	EA	\$ 1,000	\$ 53,000
Fire Hydrant with Assembly	10	EA	\$ 2,200	\$ 22,000
4" Gate Valve	2	EA	\$ 1,000	\$ 2,000
8" Gate Valve	6	EA	\$ 1,500	\$ 9,000
10" Gate Valve	7	EA	\$ 1,800	\$ 12,600
2" Blowoff Valve	2	EA	\$ 1,300	\$ 2,600
4" Blowoff Valve	3	EA	\$ 2,500	\$ 7,500
1" Air Release Valve	1	EA	\$ 1,200	\$ 1,200
2" Air Release Valve	1	EA	\$ 1,550	\$ 1,550
Amended Subtotal for Water Improvements				\$ 280,420

**Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330**

Amended Schedule F

Opinion of Probable Costs

Schedule of Striping and Signage Improvements

Owner agrees to install the striping and signage in the **Silver Springs LLC Silver Springs Unit 1** 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 Schedule of Striping and Signage Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Labor and Materials	1	LS	\$ 5,500	\$ 5,500
Amended Subtotal for Striping & Signage Improvements				\$ 5,500

**Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330**

Amended Schedule G

Opinion of Probable Costs

Schedule of Erosion Control

Owner agrees to provide erosion control in the **Silver Springs, LLC Silver Springs Unit 1** 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 Schedule of Erosion Control:

Item Description	Quantity	Units	Unit Cost	Total Cost
Labor and Materials	1	LS	\$ 200,000	\$ 200,000
Amended Subtotal for Erosion Control				\$ 200,000

**Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330**

Amended Schedule H

Opinion of Probable Costs

Schedule of Underground Power, Telephone and Cable Improvements

Owner agrees to install the underground power, telephone and cable utilities in the **Silver Springs, LLC Silver Springs Unit 1** 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 Schedule of Underground Power , Telephone and Cable Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Service Structures Installed	53	EA	\$ 480	\$ 25,440
Distribution Structures	53	EA	\$ 8,000	\$ 424,000
Distribution Trenching	53	EA	\$ 600	\$ 31,800
Amended Subtotal for Underground Power, Telephone and Cable Improvements				\$ 481,240

Silver Springs, LLC
Silver Springs - Unit 1 (53 Lots)
TM97-1330

Amended Certification of Partial Completion of Subdivision Improvements

Opinion of Probable Costs

I hereby certify that the following cost estimates have been revised to reflect the current economy and that improvements for **Silver Springs LLC Silver Springs Unit 1, TM 97-1330** have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
General Sitework	\$ 1,137,315	0%	\$ 1,137,315
Surface Improvements	\$ 942,755	0%	\$ 942,755
Storm Drainage Improvements	\$ 322,462	0%	\$ 322,462
Sanitary Sewer Improvements	\$ 228,735	0%	\$ 228,735
Water Improvements	\$ 280,420	0%	\$ 280,420
Striping and Signage Improvements	\$ 5,500	0%	\$ 5,500
Erosion Control	\$ 200,000	0%	\$ 200,000
Underground Power, Telephone & Cable Improvements	\$ 481,240	0%	\$ 481,240
Construction Survey (4%)	\$ 143,937	0%	\$ 143,937
Construction Admin., Mgmt., Testing & Inspection (10%)	\$ 359,843	0%	\$ 359,843
Contingency (10%)	\$ 359,843	0%	\$ 359,843
Totals	\$ 4,462,049		\$ 4,462,049

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00)**.

The Performance Bond for the amount of **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00)**. (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of **Four Million Four Hundred Sixty-Two Thousand Forty-Nine Dollars and 00/100 (\$4,462,049.00)**. (100% of the Remaining Total Cost of the Improvements, Column 2).

DATED: 4/11/13



T E Lowell

Terrance E. Lowell, P.E.
 TLA Engineering & Planning, Inc.
 1528 Eureka Road, Suite 100
 Roseville, CA 95661

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 4/17/13

Steve P. Kooyman

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



SURETY RIDER

To be attached to and form a part of

Bond No. 070003258

Cross Ref:

Type of

Bond: Performance Bond and Laborers and Materialmens Bond Form

dated

effective June 5, 2007
(MONTH-DAY-YEAR)

executed by Silver Springs, LLC
(PRINCIPAL)

, as Principal,

and by Liberty Mutual Insurance Company

, as Surety,

in favor of County of El Dorado
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
Reduction in the penal sum of bond:

From: \$9,639,228.00

To: \$4,462,049.00

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective March 12, 2013
(MONTH-DAY-YEAR)

Signed and Sealed March 22, 2013
(MONTH-DAY-YEAR)

Silver Springs, LLC
(PRINCIPAL)

By:
(PRINCIPAL)

Liberty Mutual Insurance Company
(SURETY)

By:
(ATTORNEY-IN-FACT) Donna L. Welsh



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

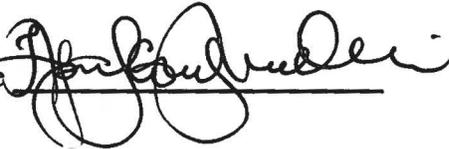
State of California)

County of Contra Costa)

On March 25, 2013 before me, April Conde Mallari, Notary Public, personally appeared William C. Scott, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person 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 

(Seal)

April Conde Mallari
Certified Notary Public-California
Commission #1873026
Contra Costa County
My Comm. Expires Jan 8, 2014

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

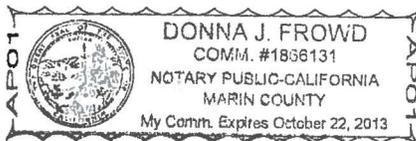
On March 22, 2013 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 5940758

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

all of the city of Novato, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2013.



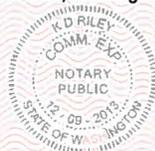
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 9th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of March, 2013.



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

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

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