

FILED

NO. 87.0-44

'87 SEP 11 A9:15

C O N T R A C T

Street Maintenance Project
for
The Town of Gardnerville
Douglas County, Nevada

BARBARA REED
CLERK

BY *[Signature]* DEPUTY

THIS AGREEMENT, made this August 13, 1987, by and between Sherris Asphalt paving, Nevada State License Number 21774, hereinafter called the CONTRACTOR and DOUGLAS COUNTY, Nevada acting through its Board of Commissioners, hereinafter called the OWNER.

W I T N E S S E T H :

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 - Scope of Work

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, appliances, appurtenances and do all the work for Street Maintenance for the Town of Gardnerville.

Article 2 - Time of Completion

The work to be performed under this Contract shall be completed within forty-five (45) consecutive calendar days, unless the period for completion is extended as provided in the Special Conditions.

Time is of the essence on this Contract.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day required to complete the work in addition to the period of time hereinbefore set forth.

Article 3 - Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Contract Documents.

Article 4 - Acceptance and Final Payment

As soon as practical, following the completion of the work the Contractor shall make request by letter to the Engineer for a final inspection and acceptance of the work, and if, in his opinion, all provisions of the Specifications and Contract have been satisfied, he will complete the Engineer's Certificate of Final Completion and file said certificate with the Douglas County Recorder.

Contract - 1 of 4

162342

BOOK 987 PAGE 2228

At the expiration of forty (40) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens, or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5 - The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 6 - Wage Rates

That the Contractor will pay, and will require all subcontractors to pay, all employees on said work a salary or wage at least equal to the normal customary salary or wage established for such work within Douglas County, Nevada.

Article 7 - Labor

That in performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder.

Article 8 - Insurance

The Contractor shall carry industrial insurance and require all subcontractors to carry industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. Contractor or his Subcontractors failure to pay premiums will automatically authorize the Owner to withhold equal amount from funds due to Contractor and make insurance premium payments on behalf of the Contractor or his Subcontractors.

Article 9 - Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Labor and Material Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum.

162342

Contract - 2 of 4

BOOK 987 PAGE 2229

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Contract.

The Labor and Material Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, trucks and other means of transportation used in or upon or about the work and for any labor done thereon.

This Contract shall not become effective until such bonds are supplied to and approved by the Owner.

Article 10 - The Contract Documents

The Contract Documents shall consist of the Notice Inviting Sealed Proposals, Information for Bidders, the Proposal, Bid Bond, this Contract, the Performance Bond, Labor and Material bond, Guarantee Bond, Contractor's Certificate Regarding Workmen's Compensation, Certificate of Insurance ((Workmen's Compensation) or (Workmen's Compensation, Self-Insured Contractors) as applicable), Insurance Endorsement, Workmen's Compensation, Self-Insured Contractors, Certificate of Insurance (Liability), Insurance Endorsement (Liability), Notice of Award, General Conditions, Special Conditions, (DIVISION 1 - SPECIAL CONDITIONS and DIVISION 2), Standard Specifications for Public Works Construction, Standard Details for Public Works Construction, Addenda (if any), and all supplemental agreements amending or extending the work contemplated.

CERTIFICATE OF INSURANCE
FOR
RAY & JOAN SHAFFER

VASEY ENGINEERING CO INC

CERTIFICATE ISSUED
AUGUST 25, 1987

P O BOX 247
MINDEN

NV 89423

THIS IS TO CERTIFY THAT RAY & JOAN SHAFFER HAS COVERAGE FOR HIS EMPLOYEES UNDER THE NEVADA WORKER'S COMPENSATION ACCOUNT # 114355.8 WHICH BECAME EFFECTIVE JULY 01, 1983 AND SHALL REMAIN IN FORCE UNTIL FEBRUARY 24, 1988 OR UNTIL YOU HAVE BEEN NOTIFIED OTHERWISE.

THIS DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PREMIUM PAYMENT ON THIS SUBCONTRACTOR IN THE EVENT HE FAILS TO PAY PREMIUM DURING THIS PERIOD. IN ORDER TO CLEAR THIS SUBCONTRACTOR FOR FINAL PAYMENT, CONTACT THIS OFFICE FOR A FINAL CERTIFICATE. WHEN YOU RECEIVE THE FINAL CERTIFICATE RETAIN IT IN YOUR FILE UNTIL THE STATE INDUSTRIAL INSURANCE SYSTEM AUDIT S YOUR ACCOUNT.

THIS EMPLOYER ALSO DOES BUSINESS AS: SIERRA ASPHALT PAVING

NAME AND ADDRESS OF INSURED

RAY & JOAN SHAFFER
DBA SIERRA ASPHALT PAVING
P O BOX 2527
CARSON CITY NV 89701

THE SOLE OWNERS OR PARTNERS ARE NOT INSURED UNDER THIS CERTIFICATE. IF A SOLE OWNER OR PARTNER OWNER ENGAGES IN WORK COVERED BY THE TERMS OF A SUBCONTRACT, HE WILL BE COVERED BY THE PRIME CONTRACTOR'S WORKER'S COMPENSATION INSURANCE CERTIFICATE. THE FOLLOWING EXCERPT FROM THE RULES AND REGULATIONS WILL BE USED IN DETERMINING THE PRIME CONTRACTOR'S RESPONSIBILITY FOR INSURING THE UNINSURED SOLE OWNER OR EACH UNINSURED PARTNER.

State Industrial Insurance System

162342

BOOK 987 PAGE 2231

Dated at
Carson City, Nevada

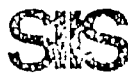
8/25/87

By

J. Wilkins

Title

act 7 AH



CERTIFICATE OF INSURANCE
FOR
RAY & JOAN SHAFFER

NAC 616.482 UNINSURED SOLE PROPRIETOR/PARTNER SUBCONTRACTOR. FOR PURPOSES OF PREMIUM DETERMINATION AND DISABILITY COMPENSATION, THE WAGE OF SOLE PROPRIETORS AND PARTNERS WHO ARE NOT COVERED UNDER THE ELECTIVE PROVISIONS OF NRS 616 AND 617 AND WHO ARE PERFORMING AS SUBCONTRACTORS TO AN INSURED PRINCIPAL CONTRACTOR SHALL BE DEEMED TO BE \$300 PER MONTH FOR THE PERIOD OF THE SUBCONTRACT, EXCEPT IN CASES WHERE THE CONTRACT SPECIFIES A WAGE IN EXCESS OF \$300 PER MONTH FOR THE SOLE PROPRIETOR/PARTNER SUBCONTRACTOR.

ST MTNC GARDNERVILLE MINDEN

THE 1987 NEVADA LEGISLATURE ENACTED CHANGES TO WORKER'S COMPENSATION LAW NRS 616.085 IF A SUBCONTRACTOR IS A SOLE PROPRIETOR OR PARTNERSHIP HE SHALL BE DEEMED TO RECEIVE A WAGE OF \$500 PER MONTH AND IS COVERED ON HIS OWN SIIS POLICY

COPY

State Industrial Insurance System

162342
BOOK 987 PAGE 2232

Dated at
Carson City, Nevada

8/25/87

By

J. Wilkins

Title

Wet It

ALCO RD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
9-8-87

PRODUCER
Alpine Insurance Associates
625 Fairview Dr. #131
Carson City, Nv. 89701

INSURED
Sierra Asphalt Paving
P. O. Box 2527
Carson City, Nv. 89702

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Insurance Company of North

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	COPD14698218	4-30-87	4-30-88	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL				PERSONAL INJURY		\$ 1,000,
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
A	AUTOMOBILE LIABILITY	COPD14698218	4-30-87	4-30-88	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$ 1,000,	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$.
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Job: Street Maintenance Project for the Town of Gardnerville, Douglas County and Minden, Nv.

The Certificate Holders's are additional named insureds.

CERTIFICATE HOLDER
Town of Gardnerville,
The Town of Minden
Douglas County Nv. and
Vasey Engineering, Co., Inc.
BOOK 987 PAGE 2233

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

DOUGLAS COUNTY

ATTEST: Barbara Reed
by: Deputy J. Hoffman

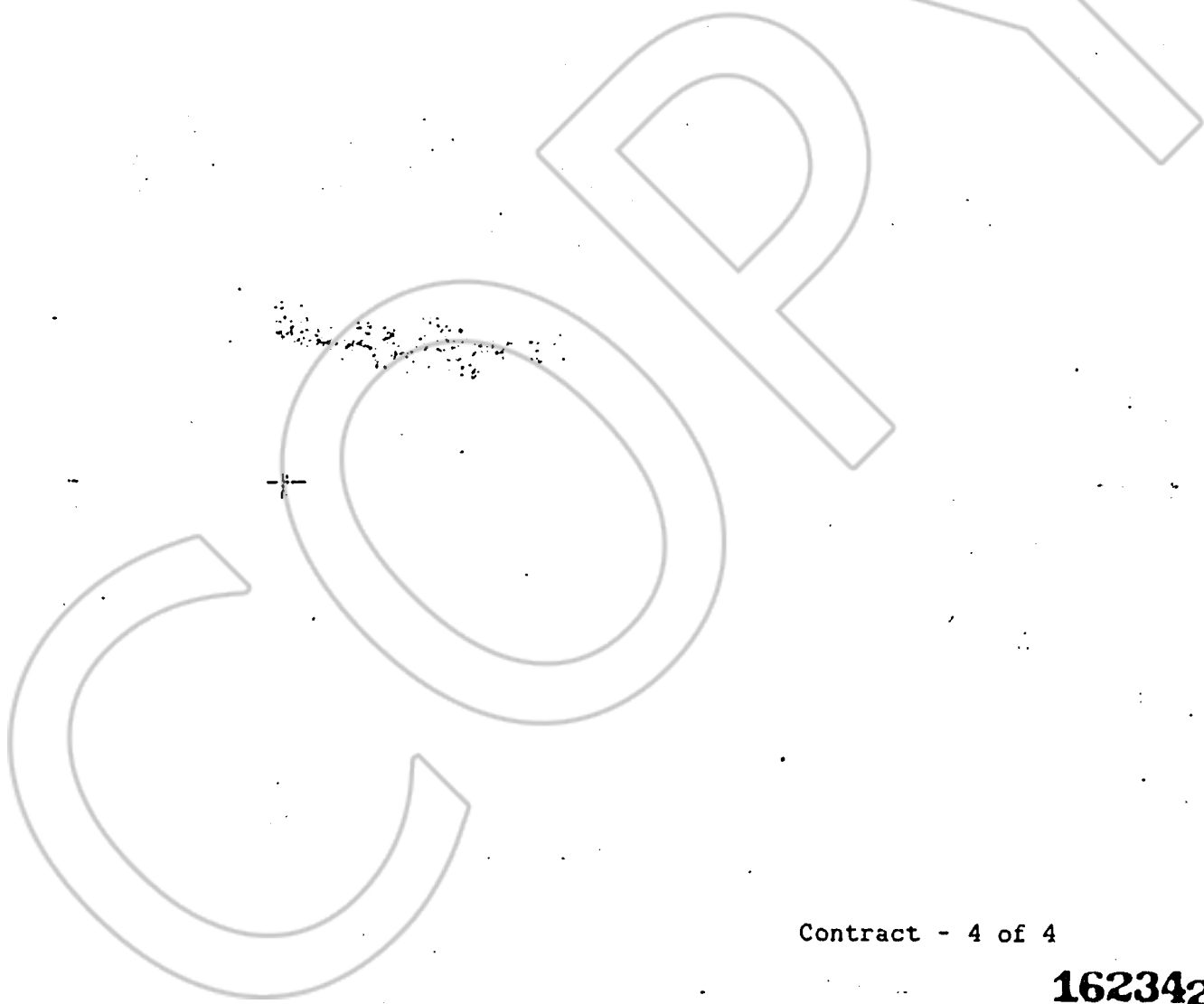
By: Jerry Bing
Jerry Bing, Chairman
Douglas County Commissioners

Sierra Asphalt Paving
Contractor

Ray Shaffer
Signature

RAY SHAFFER
(Type Name)

OWNER
(Title)



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

BOND 2909

PREMIUM \$775.98

KNOW ALL MEN BY THESE PRESENTS: that

RAY SHAFFER DBA: SIERRA ASPHALT PAVING
P.O. BOX 2527 CARSON CITY, NEVADA 89701

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

PONDEROSA INSURANCE COMPANY OF NEVADA
(SURETY OF NEVADA, INC.) 1280 TERMINAL WAY #30 RENO, NEVADA 89502

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

TOWN OF GARDNERVILLE, THE TOWN OF MINDEN,
AND DOUGLAS COUNTY, NEVADA

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of * THIRTY-EIGHT THOUSAND

SEVEN HUNDRED NINETY-EIGHT & 81/100 * * * * * Dollars (\$ 38, 798.81),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated AUGUST 26 19 87, entered into a contract with Owner for
(Here insert full name, address and description of project)

STREET MAINTENANCE PROJECT FOR THE TOWN OF GARDNERVILLE,
TOWN OF MINDEN, AND DOUGLAS COUNTY, NEVADA

in accordance with Drawings and Specifications prepared by

VASEY ENGINEERING CO., INC.

(Here insert full name and address or legal title of Architect)

1478 4TH STREET

P.O. BOX 247 MINDEN, NEVADA 89423

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

BOOK 987 PAGE 2235 162342

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses, even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 26TH day of AUGUST 19 87

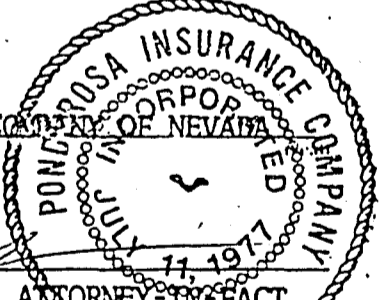
RAY SHAFFER DBA: SIERRA ASPHALT PAVING
Principal Seal

Jean Shaffer
(Witness)

Ray Shaffer
RAY SHAFFER

PONDEROSA INSURANCE COMPANY OF NEVADA
Surety

Don Vincent
DON VINCENT^(Att) ATTORNEY-IN-FACT
SURETY OF NEVADA, INC. 1380 TERMINAL WAY #30
RENO, NEVADA 89502



VELMA J. ROWLAND
Notary Public-State Of Nevada
COUNTY OF WASHOE
My Appointment Expires Aug. 24, 1988

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

BOND 2909

PREMIUM \$775.98

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

RAY SHAFFER DBA: SIERRA ASPHALT PAVING
P.O. BOX 2527 CARSON CITY, NEVADA 89701

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

PONDEROSA INSURANCE COMPANY OF NEVADA
(SURETY OF NEVADA, INC.) 1280 TERMINAL WAY #30 RENO, NEVADA 89502

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

TOWN OF GARDNERVILLE, THE TOWN OF MINDEN,
AND DOUGLAS COUNTY, NEVADA

(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of * THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-EIGHT & 81/100 Dollars (\$ 38,798.81),

(Here insert a sum)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated AUGUST 26TH 19 87, entered into a contract with Owner for
(here insert full name, address and description of project)

STREET MAINTENANCE PROJECT FOR THE TOWN OF GARDNERVILLE,
TOWN OF MINDEN, AND DOUGLAS COUNTY, NEVADA

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

VASEY ENGINEERING CO., INC.
1478 4TH STREET P.O. BOX 247 MINDEN, NEVADA 89423

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 26TH day of AUGUST 1987

Joan Shaffer
(Witness)

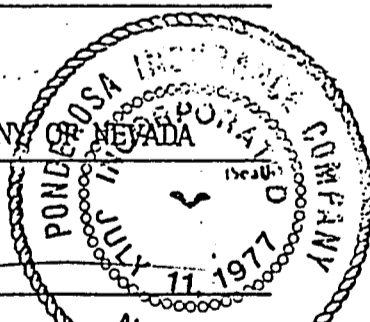
RAY SHAFFER DBA: SIERRA ASPHALT PAVING
(Principal) (Seal)

Ray Shaffer
RAY SHAFFER
(Title)

PONDEROSA INSURANCE COMPANY

Don Vincent
DON VINCENT
(Title)

SURETY OF NEVADA, INC. 1280 TERMINAL WAY #30
RENO, NEVADA 89502



Velma J. Land
(Witness)
VELMA J. LAND
Notary Public for Nevada
COUNTY OF WAGNER
My Appointment Expires 24, 1988



2810 W. CHARLESTON, SUITE E-46, LAS VEGAS, NEVADA 89102 • (702) 877-2650

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT, That the PONDEROSA INSURANCE COMPANY, a duly licensed Nevada Corporation, and having its principal office in the city of Las Vegas, State of Nevada, does hereby make, constitute and appoint

Don Vincent, Attorney-in-Fact

its true and lawful Attorney(s)-in-fact, with full power and authority to each of said Attorney(s)-in-fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and under taking and other writings obligatory in the nature and thereof on behalf of the company and its business of guaranteeing the fidelity of persons holding pieces of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted by law

* IN PENALTIES NOT TO EXCEED THE SUM OF THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-EIGHT & 81/100 DOLLARS*

(\$38,798.81)

and to bind the PONDEROSA INSURANCE COMPANY thereby as fully and to the extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an EXECUTIVE OFFICER of the PONDEROSA INSURANCE COMPANY and sealed and attested by one other of such officers and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

ARTICLE IV

Section 2: The President, Vice President and/or Secretary, shall have power to appoint for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Attorney(s)-in-fact and at any time to remove any such Attorney(s)-in-fact and revoke the power and authority given to him.

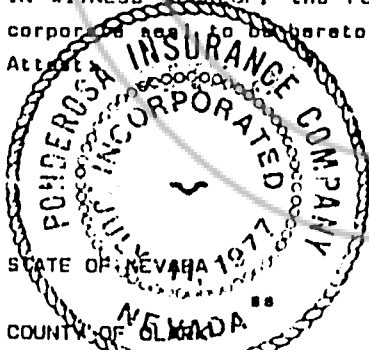
Section 3: Attorney(s)-in-fact shall have power and authority, subject to the terms and limitations issued to them, to execute and deliver on behalf of the COMPANY and to attach the seal of the COMPANY thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and such instruments executed by any such Attorney(s)-in-fact shall be as binding upon the Company as if signed by an EXECUTIVE OFFICER and sealed and attested by one other of such officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the PONDEROSA INSURANCE COMPANY at a meeting duly called and held on October 1, 1984.

Resolved, that the President, Vice-President and/or Secretary, has the power to and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Attorney(s)-in-fact; Now therefore, the signatures of such officers and the seal of the Company thereto by facsimile, and any such power of attorney or to any certificate relating thereto by facsimile, and by 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 to which it is attached.

IN WITNESS WHEREOF, the PONDEROSA INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of October, 1984.

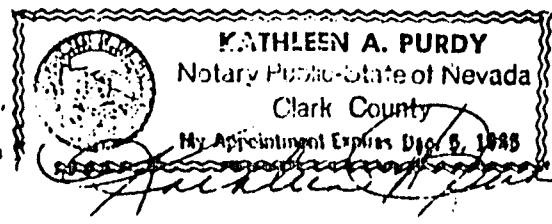
PONDEROSA INSURANCE COMPANY



Robert A. Turner
Secretary

C. H. ...
President

On this 3rd day of May, A.D. 1985, before me personally came Germen E. Nicastro, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Los Angeles, State of California; that he is the President of the PONDEROSA INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the 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.



162342

BOOK 987 PAGE 2239

STATE OF NEVADA
COUNTY OF CLARK

COPY

REQUESTED BY
Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

~~CERTIFIED COPY~~

~~is attached is a
file and on~~

'87 SEP 17 A8:43

SUZANNE BEAUDREAU
RECORDER

PAID *Bh* DEPUTY

162342

BOOK 987 PAGE 2240

~~County Court
Douglas.~~

~~Deputy~~

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: *September 15, 1987*
C. Reed Clark Clerk of the 9th Judicial Court
of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

SEAL