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Bond No. 900046

SURETY BOND
Public Official, Bid, Contract,
License or Permit Bonds and
Probate Bonds

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Atlas Construction & Roofing, Inc. 9247 Spring St. Highland, In. 46322, as Principal, and the Auto-Owners Insurance Company, a corporation organized under the laws of the State of Michigan, and having its principal office at Lansing, Michigan, as Surety, are held and firmly bound unto all cities, Towns, & Municipals in Lake County, Indiana in the penal sum of (\$ 5,000.00***)

***** FIVE THOUSAND NO/100 *****

Dollars, lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

SIGNED, SEALED, and DATED this 6th day of FEBRUARY, 2005

WHEREAS the aforesaid Principal has _____
(If a bid bond insert "submitted its bid for, etc.")

_____ (If a Contract Bond insert "entered into written contract with aforesaid Obligee dated, etc.")

_____ (If a Public Official Bond insert "been elected or appointed (name) for the terms beginning (date) and ending (date)"
"been granted a license or permit as contractor by the said Obligee for the period of one year
from February 6, 2005"
(If a License or Permit Bond insert "been granted a license or permit as (name business) by the said Obligee for the period of one year from (date)?"

_____ (If a Probate Bond insert "been appointed (Executor, Administrator, Guardian, Conservator) of the estate of (name of deceased, minor or incompetent)"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall _____
(If a Bid Bond insert "be awarded the contract upon said bid and undertake said contract")

_____ (If a Contract Bond insert "comply with the terms and conditions of the aforesaid contract")

_____ (If a Public Official Bond insert "faithfully perform the duties of said office")
"comply with the laws of the aforesaid Obligee governing said License or Permit"

Then this obligation shall be void, otherwise to remain in full force and effect.
(If a License or Permit Bond insert "comply with the laws of the aforesaid Obligee governing said License or Permit")

PROVIDED: FIRST: - That the liability of the Surety shall in no event exceed the penalty of this Bond.
SECOND: - If this is a Bid Bond, any proceedings at law or in equity brought against said Surety to recover any claim hereunder, must be instituted within six (6) months from the date of this instrument.

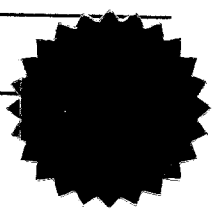
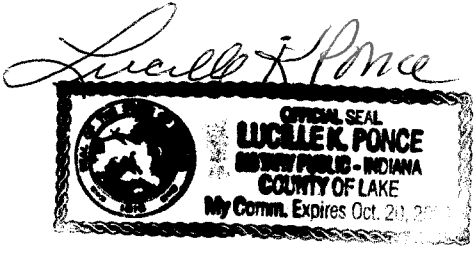
And it is further conditioned that this bond may be cancelled by the Surety by mailing written notice to Lake County, In. stating when not less than fifteen days thereafter such cancellation shall be effective.
(If no further conditions insert "no further conditions")

Atlas Construction & Roofing, Inc.

[Signature]
Principal

Auto-Owners Insurance Company
Surety

By [Signature]
John Spasoff
Attorney-in-Fact



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DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

NO. 900046

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, pursuant to the following Resolution adopted by the directors of the said Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

does hereby constitute and appoint **John Spasoff**
Highland, Indiana

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed One Million and no/100 (\$1,000,000.00) Dollars
and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

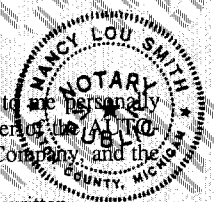
IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 1st day of March, 1999

Attest

T.J. Buda, Jr.
Secretary

John W. Fisher
John W. Fisher, President

T.J. Buda, Jr. }
STATE OF MICHIGAN } ss.
COUNTY OF EATON }



On this 1st day of March, 1999, before me a notary public, came the individual, T.J. Buda, Jr., known, who executed the preceding instrument and being by me duly sworn, said that he is the therein described and authorized officer of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Lansing, the day and year first above written.

My commission expires January 20, 2003

Nancy Lou Smith
Nancy Lou Smith Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON }

T. J. Buda, Jr.

I, T. J. Buda, Jr., Secretary of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said Auto-Owners Insurance Company of Lansing, Michigan, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof, and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Company at the City of Lansing,

Michigan, this 6th day of February, 2005

T.J. Buda, Jr.
T. J. Buda, Jr. Secretary

If the words "UNAUTHORIZED COPY" appears on the face of this document, it renders this document null and void.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
and
IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. With respect to any one or more **certified acts of terrorism**, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

2. **Certified act of terrorism** means any act certified by the Secretary of the Treasury, in concurrence with:

- a. the Secretary of State; and
- b. the Attorney General of the United States;

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002.

3. Under the federal Terrorism Risk Insurance Act of 2002 a terrorist act may be certified:

a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and

b. (1) if the act of terrorism is:

- a) a violent act; or
- b) an act that is dangerous to human life, property or infrastructure; and

(2) if the act is committed:

- a) by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States; or
- b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

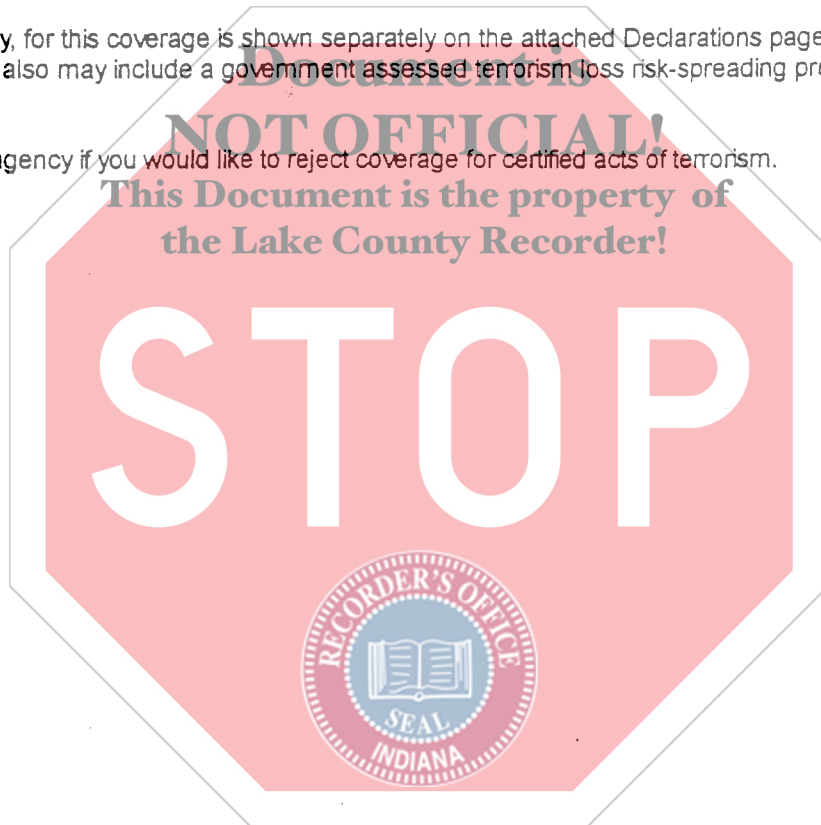
The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will pay 90% of such covered losses that exceed the statutory deductible paid by us for commercial lines of property and casualty insurance defined in the Act. You should also know that the federal government and participating United States insurers are required to provide coverage for total losses of \$100 billion annually. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2005.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us or your agency if you would like to reject coverage for certified acts of terrorism.



NOTIFICATION OF CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002.

Subject to policy terms and conditions, the attached policy provides insurance coverage for acts of terrorism as defined in the Act.

An endorsement has been attached to this policy which caps our liability in accordance with the Act. In addition, we have also provided you with important information regarding terrorism risk coverage in accordance with the Act.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

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