## AMERICAN STATES INSURANCE COMPANY

**INDIANAPOLIS, INDIANA 46204-1275** 

EX912661

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# PUBLIC OFFICIAL SCHEDULE BOND (Name Form)

THE OBLIGATION

1. KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company
, an Indiana corporation, authorized to transact business as Surety, in the
State of INDIANA as Surety, is held and firmly bound unto DYFR
REDEVELOPMENT COMMISSION as Objecte, in the

respective sums set opposite the names of the employees listed in the appropriate schedule, or in an endorsement, for the payment of which well and truly to be made the Surety does hereby bind itself, its successors, and assigns, firmly by these presents.

CONDITION OF THE OBLIGATION 2. The condition of this obligation is such that if each such employee shall faithfully discharge the duties of his office and shall promptly account for and pay over, according to law, all money and property received by him by virtue of such office, or, in default thereof, shall pay all damages, costs, and expenses resulting from such default or defaults, then this obligation shall be void, otherwise to remain in full force and effect, subject, however, to the terms and conditions hereinafter set forth.

WHEN COVERAGE EFFECTIVE AND TERM

3. This bond shall be effective from

6-1-2011

6-1-2012 Employees named in the attached schedule are covered on and after the effective date; employees added by endorsement shall be covered on and after the date specified therein.

EXTENT OF SURETY'S LIABILITY This Document is the property of
The coverage on each employee is from inception of coverage to its termination.
Regardless of the number of years this coverage remains in force either by this bond or any renewal bond or the number of premiums paid, no limit of coverage cumulates from year to year or period to period. The liability of the Surety for the failure of any employee to account for and pay over shall be limited to the failure to account for and pay over funds actually in such employee's possession during the period within which he is covered. If the coverage on any employee for separate periods be for different amounts, the maximum liability of the Surety for all the defaults of that employee shall not exceed the largest amount of coverage in force during any period within which defaults shall have occurred, nor shall the coverage for one period be available for defaults occurring within any other period. A failure to account in one period shall not be considered a default occurring during that period unless the funds were actually in the possession of the employee during such period. The coverage on each employee is from inception of coverage to its termination.

ADDITION OF EMPLOYEES-CHANGE OF AMOUNTS

5. Employees may be added to the schedule, or the amount of coverage on an employee may be changed, upon the written application of the Obligee; such addition or change shall not be effective until the Surety has executed and mailed to the Obligee an endorsement accepting such addition or change, nor until the effective date specified therein.

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TEMPORARY AUTOMATIC COVERAGE 6. Any new employee, upon succeeding to a position vacated during the preceding thirty days by an employee who was then covered, shall be covered automatically for the first sixty days of his service for the same amount as his predecessor, but in no event for more than Five Thousand Dollars (\$5000). Any new employee, or any old employee not then covered, upon taking a newly created position, shall be covered automatically for the first sixty days of service for the smallest amount for which any employee in any position of that class is then covered, or if there is no other position of that class, for the largest amount for which any employee is then covered, but in no event for more than Five Thousand Dollars (\$5000). Recovery under this section for defaults of any employee may not be made unless claim be filed with the Surety within ten days after the expiration of the sixty day period, nor if, during the sixty day period, such employee be covered by schedule or addition thereto as hereinbefore provided.

DISCOVERING AND REPORTING LOSS, OR FACTS INDICATING LOSS 7. Upon discovery by the Obligee of any loss or of facts indicating loss, the Obligee shall promptly, and in any event within ten days thereafter, notify the Surety thereof by registered mail addressed to the Surety.

TERMINATION

8. The bond terminates in its entirety on the date specified in item 3. The coverage on any employee shall terminate when the employment terminates, or the Obligee discovers or becomes aware of any default committed by such employee. The coverage on any employee, or the bond in its entirety, may be terminated by written notice from either of the parties to the other. Such notice from the Surety shall become effective thirty days after receipt thereof by the Obligee; such notice from the Obligee shall become effective immediately upon receipt thereof by the Surety.

CHANGES IN PRINTED PROVISIONS-HOW MADE 9. The liability of the Surety shall not be affected by any attempt by anyone representing or purporting to represent the Surety to construe or interpret this bond, nor by any change in the printed provisions of the bond made otherwise than by written instrument duly executed by a Vice-President of the Surety or by a printed endorsement duly executed by an Attorney-in-Fact.

The Lake County Recorder:

SIGNED, SEALED AND DATED the 22 day of APRIL , 2011

American States Insurance Company

BY:

ALISSA MARCU

Attorney-in-Fact.

## SCHEDULE OF EMPLOYEES COVERED HEREUNDER

ACCEPTANCE NUMBER	NAME	POSITION	LOCATION	LIABILITY	PREM.
	DENNIS HAWROT	MEMBER	DYER, IN	\$ 30,000.00	\$ 105.0
	WILLIAM WILSON	MEMBER	DYER, IN	30,000.00	105.0
	JOHN DUNN	MEMBER	DYER, IN	30,000.00	105.0
	JETHRO SMITH	MEMBER	DYER, IN	30,000.00	105.
	EDWARD NOWAK	MEMBER	DYER, IN	30,000.00	105.
			TOTAL	150,000.00	525.
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		MOIANA, ILLIA			

Rate \$	per Thousand, Annual Minimum Premium per employee, \$
Annual Minimum Earned Premi	um per employee, \$

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Not valid currency

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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.

### AMERICAN STATES INSURANCE COMPANY INDIANAPOLIS, INDIANA **POWER OF ATTORNEY**

That AMERICAN STATES INSURANCE COMPANY,	an Indiana corporation, does hereby appoint
ATTOCAL MAIN OUT	

ALISSA MARCU  Its true and lawfu	I attorney(s)-in-fact, with full authority to execute on behalf of the company the following surety bond:
Surety Bond Number:	• • •
Principal:	DYER REDEVELOPMENT COMMISSION
Bond Amount:	One Hundred Fifty Thousand Dollars And Zero Cents
	DOLLARS (\$ 150,000.00 )

, and to bind AMERICAN STATES INSURANCE COMPANY thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

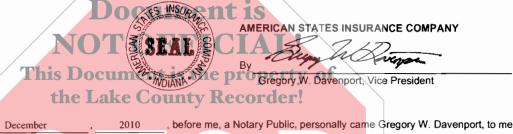
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, 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 executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Gregory W. Davenport, Vice President of American States Insurance Company, is authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Corporation and the corporate seal of American States Insurance Company has been affixed thereto in Seattle, Washington this day of 2nd December



STATE OF WASHINGTON COUNTY OF KING On this 2nd day of

known and acknowledged that he is a Vice President; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of American States Insurance Company thereto with the authority and at the direction of said corporation.

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

Kiana M. Kumpling

-888-844-2663

Power of Attorney call 1-8 EST on any business day

To confirm the validity of this I between 8:00 am and 7:30 pm

I, the undersigned, Assistant Secretary of American States Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of American States Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of American States Insurance Company at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of **APRIL** 2011

David M. Carev. Assistant Secretary

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