

3

# The Ohio Casualty Insurance Company

HAMILTON, OHIO



Frank J. Mrvan  
North Township Trustee  
5947 Hohman Avenue  
Hammond, IN 46320

## C EMPLOYEES POSITION SCHEDULE BOND

### DECLARATIONS

No. 3-893-127

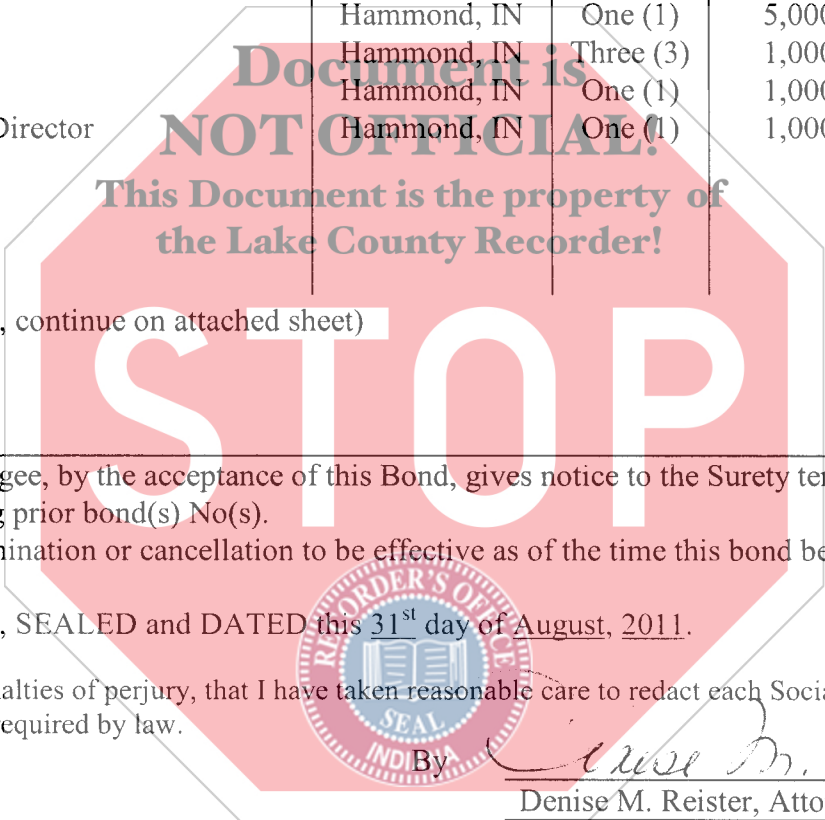
20111117  
0739660

**Item 1.** Name of Oblige: **State of Indiana for the Use and Benefit of Wicker Park-North Township**  
of: **5947 Hohman Ave., Hammond, IN 46320**

**Item 2.** Bond Period: from the beginning of **November 17, 2011**  
and ending on **Continuous**  
to 12 o'clock night on the effective date of the cancellation or termination of this bond as provided in the Fourth and/or Fifth Condition of Section A.

**Item 3.** Position's covered hereunder and limits of liability as to each position:

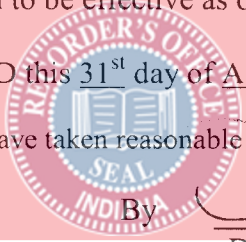
1. NO.	2. POSITION	3. LOCATION	4. No. of Positions Bonded	5. Amount of Bond For Each	6. PREMIUM
1.	Bookkeeper	Hammond, IN	One (1)	5,000.00	Incl.
2.	Clerk(s)	Hammond, IN	Three (3)	1,000.00	Incl.
3.	Park Forman	Hammond, IN	One (1)	1,000.00	Incl.
4.	Golf Course Director	Hammond, IN	One (1)	1,000.00	Incl.
(If space insufficient, continue on attached sheet)					Total Premium
					\$100.00



**Item 4.** The Oblige, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s). such termination or cancellation to be effective as of the time this bond becomes effective.

SIGNED, SEALED and DATED this 31<sup>st</sup> day of August, 2011.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.



By Denise M. Reister  
Denise M. Reister, Attorney-in-fact

AO/nc

The Ohio Casualty Insurance Company, hereinafter called the Surety, in consideration of the payment of the premium and subject to the Declarations made a part hereof, and to all the conditions and other terms of this bond, agrees to indemnify the Obligees for direct loss through the failure of any person now or hereafter filling any position named in Item 3 of the Declarations, acting alone or in collusion with others, to perform faithfully his duties during the period that this bond is in force. The amount of indemnity on each position is limited to that amount set forth in Column 5 opposite the name of that position in Item 3 of the Declarations.

**This bond is executed and accepted subject to the agreements and limitations set forth in Section A hereof, and to the conditions set forth in Section B hereof, which conditions shall be conditions precedent to recovery hereunder.**

**SECTION A -**

**Continuation** FIRST: This bond, if written for a definite term, may be continued in force from time to time by continuation certificate executed by the Surety.

**Liability Non-Cumulative** SECOND: Regardless of the number of years this bond shall continue or be continued in force, and of the number of annual premiums that shall be payable or paid, the Surety shall not be liable hereunder on account of defaults as aforesaid committed: (a) by any person filling any position covered hereunder for a larger amount in the aggregate than the amount set opposite the name of such position in Item 3 of the Declarations, or for which added thereto; or (b) by any person filling, at the same time or at different times, two or more positions covered hereunder in the same amount, for more in the aggregate than said last mentioned amount; or (c) by any person filling, at the same time or at different times, two or more positions covered hereunder in different amounts, for more in the aggregate than the larger or largest of said last mentioned amounts.

**Addition of New Positions** THIRD: If the Obligees shall request the Surety to add to Item 3 of the Declarations any position not named therein, and the Surety shall elect so to do, the Surety shall add the name of such position to Item 3 of the Declarations by written acceptance setting forth the amount of suretyship and the time from which effective.

**Cancellation** FOURTH: Either the Surety or the Obligees may cancel this bond as an entirety or as to any person or position, by written notice served upon, or sent by registered mail to, the other, and specifying therein the effective date of such cancellation. Such date, if the notice be served by the Surety, shall be not less than twenty-five days after such service, or if sent by the Surety by registered mail, not less than thirty days after the date borne by the sender's registry receipt. In case of cancellation the Surety shall, on written demand, refund to the Obligees any unearned premium, but any premium refunded on account of any position covered hereunder shall be repaid to the Surety in case of payment of loss on account of such position.

**Termination as to Employee** FIFTH: This bond shall terminate as to future acts of any person filling any position covered hereunder immediately upon discovery by the obligees of the failure of any such person to faithfully perform his duties.

**Obligees Required to Cover all Positions of the Same Designation** SIXTH: In case all of the positions of the same designation are not covered hereunder, then the liability of the Surety on account of any person filling any position of such designation shall not exceed in the aggregate the quotient resulting from dividing the sum total of the amounts carried hereunder on such positions by the number of such positions.

**SECTION B -**

**Notice to Surety of Loss** FIRST: The Obligees shall notify the Surety by telegram or registered letter addressed and sent to it at its home office in the City of Hamilton, Ohio, of any default hereunder on the part of any person filling any position covered hereunder, within a reasonable time after discovery thereof by the Obligees, or if a corporation, by any director thereof or by any officer thereof not in collusion with such person. Such notice shall set forth the name and address of the person causing such loss and the position filled by such person.

**Filing of Claim** SECOND: Within ninety days after discovery as aforesaid of any default hereunder, the Obligees shall file with the Surety affirmative proof of loss, itemized and duly sworn to, on proof of loss form in use by the Surety, and shall, if requested by the Surety, produce from time to time, for examination by its representatives, all books, documents and records pertaining to such default.

**Filing of Suit** THIRD: Any suit to recover against the Surety on account of loss hereunder shall be brought before the expiration of twelve months from the discovery, as aforesaid, of such default.

**Statutory Limitations** FOURTH: If any limitation herein for giving notice, filing proof of loss or bringing suit is prohibited or made void 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.

**Riders** FIFTH: The liability of the Surety hereunder is subject to the terms and conditions of the following riders attached thereto:

**IN WITNESS WHEREOF, The Surety has caused this Bond to be executed on the Declarations page.**

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

4588117

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.

THE OHIO CASUALTY INSURANCE COMPANY  
FAIRFIELD, OHIO  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company (the "Company"), an Ohio corporation, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint RICK REISTER, STEPHEN R. GRAF, CHRISTOPHER J. RAMBOW, ANDREW L. EICKHOLT, DENISE M. REISTER, PAMELA J. DUNN, ALL OF THE CITY OF INDIANAPOLIS, STATE OF INDIANA.....

, 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, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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 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, bond, 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.

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, David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, is hereby authorized to 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.

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 Company and the corporate seal of The Ohio Casualty Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 18th day of May 2011

THE OHIO CASUALTY INSURANCE COMPANY  
By David M. Carey  
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA SS  
COUNTY OF MONTGOMERY

On this 18th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of The Ohio Casualty Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of The Ohio Casualty 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Two, Montgomery County  
My Commission Expires Mar 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of The Ohio Casualty 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 The Ohio Casualty 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 The Ohio Casualty Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

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 31st day of August, 2011.



Gregory W. Davenport  
Gregory W. Davenport, 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.