(vi)

Bond No.: 016051514 / 82330888 / 09060799/ 024041015

Liberty Mutual.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Coastal/Tishman, a Joint Venture
5959 Blue Lagoon Drive, Suite 200
Miami, FL 33126

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company, 175 Berkeley St., Boston, MA 02116
Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07059
Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
Zurich American Insurance Company, 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
Mailing Address for Notices
Liberty Mutual Insurance Company, 1001 4th Ave., Suite 1700, Seattle, WA 98154
Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07059
Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
Zurich American Insurance Company, 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Margaritaville Hollywood Beach Resort, L.P.,
a Delaware limited partnership
3501 N. Ocean Drive
Hollywood, FL 33019

CONSTRUCTION CONTRACT
Date: July 8, 2013

Amount: $102,000,000.00 One Hundred Two Million Dollars and 00/100

Description: Margaritaville Hollywood Beach Resort
(Name and location)

BOND
Date: July 8, 2013
(Not earlier than Construction Contract Date)

Amount: $102,000,000.00 One Hundred Two Million Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Coastal/Tishman, a Joint Venture

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company
Federal Insurance Company
Fidelity and Deposit Company of Maryland
Zurich American Insurance Company

Signature:
Name and Title: Colette R. Chisholm
Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

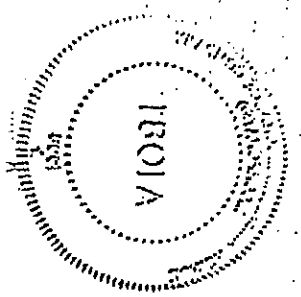
(FOR INFORMATION ONLY — Name, address and telephone)

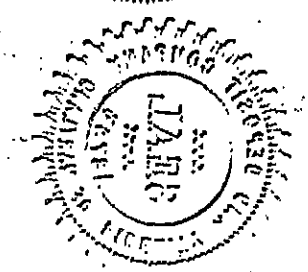
AGENT or BROKER:
Alliant Insurance Services, Inc.
333 Earle Ovington Blvd., Suite 700
Uniondale, NY 11533
516-414-8900

Marsh Risk & Insurance Services
777 So. Figueroa St, 22nd Floor
Los Angeles, CA 90017
213-624-5555

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:) George M. Fletcher, AIA
Adache Group Architects
550 South Federal Highway
Fort Lauderdale, FL 33301

S-7270/AS 10/10





§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by the Surety or a qualified surety acceptable to the Owner equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default (the Owner's acceptance of such contractors or sureties shall not be unreasonably withheld); or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work, non-conforming work, latent defects in the work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs and damages specified or permitted under the Construction Contract resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor, as well as all other damages specified in or permitted under the Construction Contract.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change to the Construction Contract, or to related subcontracts, purchase orders and other obligations, including, without limitation, changes to the work to performed under the Construction Contract, changes to the Contract Price of the Construction Contract or changes to the time within which the work under the Construction Contract is to be performed, and the obligations of the Surety and this Bond shall in no way be impaired by any such changes.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within the applicable statute of limitations of the jurisdiction in which the Project is located.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sections 4, 5, 6, 7, 10, & 12 of this Bond have modified as set forth above.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

RIDER ADDING ADDITIONAL OBLIGEE

018051514 / 82330888

This rider is to be attached to and form a part of surety bond number / 09060799/ 024041015, dated the 8th day of July, 2013 executed by Liberty Mutual Insurance Company, Federal Insurance Company, Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, as sureties (The Sureties) on behalf of Coastal/Tishman, a Joint Venture, as principal (the "Principal"), in favor of Margaritaville Hollywood Beach Resort, L.P., a Delaware limited partnership, as obligee (the "Obligee").

WHEREAS, the Principal has by written agreement dated the 8th day of July, 2013, entered into a contract (the "Contract") with the Obligee for: Margaritaville Hollywood Beach Resort

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended to add City of Hollywood, Florida and the Hollywood, Florida Community Redevelopment Agency, as additional obligee(s) [the "Additional Obligee(s)"] to the bond, and the Obligee and Additional Obligees shall be joint and several beneficiaries of the bond and shall be collectively referred to as the "Bond Obligee(s)".

PROVIDED, HOWEVER, there shall be no liability of the Surety under the attached bond to the Bond Obligee(s), either jointly or severally, unless and until the Bond Obligee(s), shall make payment to the Principal or to the Surety (should the Surety arrange for or undertake the completion of the Contract upon the default of the Principal), strictly in accordance with the terms of the Contract; and otherwise satisfy all terms and conditions and perform all of the other obligations to be performed under the Contract at the time and in the manner therein set forth; all of the acts of one Bond Obligee being binding upon the other.

In no event shall the aggregate liability of the Surety to the Bond Obligee(s), either jointly or severally, exceed the penal sum of the attached bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due any Bond Obligee may be made by its check issued to all Bond Obligee(s).

This change is effective the 8th day of July, 2013.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal, Surety, Obligee and Additional Obligee have caused these presents to be duly signed and sealed this 8th day of July, 2013.

Coastal/Tishman, a Joint Venture
(Principal)
By: _____ (Seal)
Title: _____
Date: _____

Liberty Mutual Insurance Company
Federal Insurance Company
Fidelity and Deposit Company of Maryland
Zurich American Insurance Company
(Sureties)
By: _____
Title: Colette R. Chisholm, Attorney-In-Fact (Seal)
Date: July 8, 2013

Margaritaville Hollywood Beach Resort, L.P., a Delaware limited partnership
(Obligee)
By: _____ (Seal)
Title: _____
Date: _____

City of Hollywood, Florida
(Additional Obligee)
By: _____ (Seal)
Title: _____
Date: _____

Hollywood, Florida Community Redevelopment Agency
(Additional Obligee)
By: _____ (Seal)
Title: _____
Date: _____

Acknowledgement of Principal

State of Florida)
)
Count of Miami-Dade)

On this 8th day of July, 2013, personally appeared before me Daniel E. Whiteman, a member of the firm/Joint Venture of Coastal/Tishman, a Joint Venture, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same for and on behalf of said firm/Joint Venture.

Sworn before me this 8th day of July, 2013.

MARIA M. UREY
MY COMMISSION # EE080664
EXPIRES April 04, 2015
(407) 398-0153 FloridaNotaryService.com

Notary Public

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York .....
COUNTY OF Nassau ..... } ss

On this JUL 08 2013, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York, that he/she is the Attorney-In-Fact of the Liberty Mutual Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Liberty Mutual Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Notary Public

NY acknowledgement

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2014

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. 6006311

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, Camille Maitland; Colette R. Chisholm; George O. Brewster; Gerard S. Macholz; Kristy Caporale; Lee Ferrucci; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Boan; Vincent A. Walsh; Virginia M. Lovett

all of the city of Uniondale, state of NY 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 26th day of February, 2013.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of February, 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 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, 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 JUL 08 2013 day of _____, 20____.

By: 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.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets

Cash and Bank Deposits	$ 903,711,694
*Bonds — U.S Government	1,166,929,471
*Other Bonds	11,415,194,219
*Stocks	8,104,853,899
Real Estate	255,967,320
Agents' Balances or Uncollected Premiums	3,482,069,753
Accrued Interest and Rents	144,016,763
Other Admitted Assets	14,732,623,458
Total Admitted Assets	**$40,205,366,577**

Liabilities

Unearned Premiums		$4,205,141,671
Reserve for Claims and Claims Expense		17,056,420,207
Funds Held Under Reinsurance Treaties		1,315,062,091
Reserve for Dividends to Policyholders		2,455,411
Additional Statutory Reserve		49,768,998
Reserve for Commissions, Taxes and Other Liabilities		3,066,051,537
Total		**$25,694,899,915**
Special Surplus Funds	$604,621,497	
Capital Stock	10,000,000	
Paid in Surplus	7,899,471,886	
Unassigned Surplus	5,996,373,279	
Surplus to Policyholders		**14,510,466,662**
Total Liabilities and Surplus		**$40,205,366,577**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values. The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 4/12

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Bean, George O. Brewster, Colette R. Chisholm, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson and Rita Sagistano of Uniondale, New York

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of March, 2013.

David J. Edwards, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this 27th day of March, 2013 before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, David J. Edwards, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this JUL 08 2013

David J. Edwards, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

JUL 0 8 2013

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2012

(In thousands of dollars)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ 402,323	Outstanding Losses and Loss Expenses	$ 12,627,388
United States Government, State and Municipal Bonds	9,901,519	Unearned Premiums	3,416,163
Other Bonds	4,595,536	Ceded Reinsurance Premiums Payable	364,197
Stocks	811,166	Provision for Reinsurance	62,250
Other Invested Assets	1,681,828	Other Liabilities	935,654
TOTAL INVESTMENTS	17,392,372	TOTAL LIABILITIES	17,405,652
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,352,969	Capital Stock	20,980
Pacific Indemnity Company	2,496,198	Paid-In Surplus	3,106,809
Chubb Insurance Investment Holdings Ltd.	1,228,075	Unassigned Funds	10,713,227
Executive Risk Indemnity Inc.	1,100,537		
CC Canada Holdings Ltd.	758,892		
Chubb Insurance Company of Australia Limited	517,597	SURPLUS TO POLICYHOLDERS	13,841,016
Great Northern Insurance Company	438,592		
Chubb European Investment Holdings SLP	265,490		
Vigilant Insurance Company	246,766		
Other Affiliates	429,458		
Premiums Receivable	1,494,693		
Other Assets	1,524,929		
TOTAL ADMITTED ASSETS	$ 31,246,668	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	$ 31,246,668

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. Investments with a carrying value of $430,688,714 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary of the Federal Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2012 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2012.

Subscribed and sworn to before me this March 31, 2013.

Dorothy Baker
Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013

Yvonne Baker
Assistant Secretary

Form 15-10-0313A (Rev. 3/13)

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York .....
COUNTY OF Nassau ..... } ss

On this .....JUL 08 2013....., before me personally came Colette R. Chisholm .....

to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County ....., State of ...New York....., that he/she is the Attorney-In-Fact of the Fidelity and Deposit Company of Maryland ..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Fidelity and Deposit Company of Maryland ..... (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

.....
Notary Public

NY acknowledgement

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified In Nassau County
Commission Expires November 20, 2014

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Rita SAGISTANO, Gerard S. MACHOLZ, Susan LUPSKI, Camille MAITLAND, Thomas BEAN, Colette R. CHISHOLM, George O. BREWSTER, Lee FERRUCCI and Kristy CAPORALE, all of Garden City, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY,** and **FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 20th day of December, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Assistant Secretary*
Eric D. Barnes

Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 20th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 093-0065E

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies, this ____ day of JUL 08 2013, 20____.

Geoffrey Delisio, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2012

ASSETS

Bonds	$ 157,177,826
Stocks	23,000,311
Cash and Short Term Investments	119,155
Reinsurance Recoverable	17,923,564
Other Accounts Receivable	35,473,256
TOTAL ADMITTED ASSETS	$ 233,694,113

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 74,782
Ceded Reinsurance Premiums Payable		48,323,524
Securities Lending Collateral Liability		1,716,240
TOTAL LIABILITIES		$ 50,114,546
Capital Stock, Paid Up	$ 5,000,000	
Surplus	178,579,567	
Surplus as regards Policyholders		183,579,567
TOTAL		$ 233,694,113

Securities carried at $59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be $243,518,971 and surplus as regards policyholders $193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

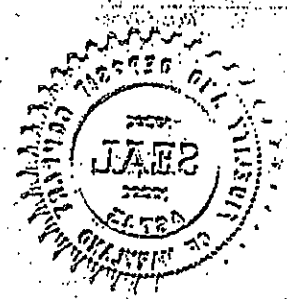
Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

Notary Public

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014



ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York .....
COUNTY OF Nassau ..... } ss

On this JUL 08 2013, before me personally came Colette R. Chisholm to me known, who, being by me duly sworn, did depose and say; that he/she resides in New York County, State of New York, that he/she is the Attorney-in-Fact of the Zurich American Insurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Zurich American Insurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Melissa Sar
Notary Public

NY acknowledgement

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2014

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert T. PEARSON, Rita SAGISTANO, Gerard S. MACHOLZ, Susan LUPSKI, Camille MAITLAND, Thomas BEAN, Colette R. CHISHOLM, George O. BREWSTER, Lee FERRUCCI and Kristy CAPORALE, all of Garden City, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 20th day of December, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 20th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 093-0065E

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies, this ____ day of JUL 08 2013, 20____.

Geoffrey Delisio

Geoffrey Delisio, Vice President

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2012 and December 31, 2011

	12/31/2012	12/31/2011
Assets		
Bonds	$ 18,907,466,866	$ 18,985,096,131
Preferred Stock	-	259,036
Common Stock	2,123,025,432	2,068,881,919
Other Invested Assets	2,035,077,824	2,065,634,039
Short-term Investments	126,053,209	107,298,374
Receivable for securities	134,410,839	18,523,294
Cash and cash equivalents	728,298,115	(128,716,627)
Securities lending reinvested collateral assets	225,335,750	120,821,061
Employee Trust for Deferred Compensation Plan	130,493,778	124,809,033
Total Cash and Invested Assets	$ 24,410,161,814	$ 23,362,606,260
Premiums Receivable	$ 3,649,247,239	$ 3,611,868,304
Funds Held with Reinsurers	3,681,443	28,073,922
Reinsurance Recoverable	215,451,507	233,357,918
Accrued Investment Income	121,729,727	149,372,442
Federal Income Tax Recoverable	930,267,731	788,664,462
Due from Affiliates	187,374,289	95,583,016
Other Assets	493,265,075	459,639,011
Total Assets	$ 30,011,078,824	$ 28,729,165,335
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 14,244,436,264	$ 14,401,632,170
Unearned Premium Reserve	4,159,670,241	4,066,273,586
Funds Held with Reinsurers	212,412,675	218,214,563
Loss In Course of Payment	408,170,112	353,274,509
Commission Reserve	64,038,359	63,749,920
Federal Income Tax Payable	16,190,044	47,352,138
Remittances and Items Unallocated	196,410,982	69,677,903
Payable to parent, subs and affiliates	57,540,814	92,111,683
Provision for Reinsurance	66,649,220	60,498,188
Ceded Reinsurance Premiums Payable	551,510,878	278,235,370
Securities Lending Collateral Liability	225,335,750	120,821,061
Other Liabilities	2,166,453,164	1,938,544,837
Total Liabilities	$ 22,368,818,502	$ 21,710,385,928
Policyholders' Surplus:		
Common Capital Stock	$ 5,000,000	$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,320
Surplus Notes	430,000,000	883,000,000
Special Surplus Funds	43,259,000	396,438,437
Cumulative Unrealized Gain	331,857,594	209,454,958
Unassigned Surplus	2,438,012,408	1,130,754,692
Total Policyholders' Surplus	$ 7,642,260,323	$ 7,018,779,407
Total Liabilities and Policyholders' Surplus	$ 30,011,078,824	$ 28,729,165,335

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2012, according to the best of my information, knowledge and belief.

Corporate Secretary

State of Illinois
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

Notary public

OFFICIAL SEAL
DARRYL JOINER
Notary Public - State of Illinois
My Commission Expires May 3, 2014