

11/01/06

PERFORMANCE BOND

Bond # FS 7479825

KNOW ALL PERSONS BY THESE PRESENTS, that

The Motz Group, Inc., an Ohio corporation,
(Name of Contractor)

of 3607 Church Street, Ste. 300, Cincinnati, OH 45244-3097, as
(Address of Contractor)

Principal (hereinafter called the "Principal"), and

Great American Insurance Company, an Ohio corporation,
(Name of Surety)

P.O. Box 42534, Cincinnati, OH 45242-0534
of 11353 Reed Hartman Highway, 4th Floor, Cincinnati, OH 45241, as
(Address of Surety)

as Surety (hereinafter called the "Surety"), are held and firmly bound unto the MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, 235 Montage Mountain Road in Moosic, Pennsylvania 18507, a Pennsylvania Municipal Authority (hereinafter called the "Obligee"), in the sum of Five Hundred Twenty-Two Thousand Forty - and no/100 DOLLARS (\$ 522,040.00), for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal and the Obligee have entered into a written Contract for Construction dated 11/21/06 (hereinafter called the "Contract"), contract _____ for the construction of the Project as more fully described in the Project Specifications in said Contract and the Contract Documents identified therein, which are hereby incorporated in and

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made a part of this Bond with the same force and effect as if fully set forth at length herein; and

WHEREAS, Obligee is a "contracting body" under the provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law" of 1967, 8 P.S. ' 191 et seq. (the "Act"); and

WHEREAS, the Act requires that before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Performance Bond to the Obligee; and

WHEREAS, the Contract and the Contract Documents identified therein also require the Principal to furnish this Performance Bond to the Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named Principal shall well and truly perform all of the undertakings, covenants, terms, conditions and provisions of said Contract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guarantees contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, and shall indemnify and save harmless the Obligee of and from any and all liability, loss, damage and expense, including costs and attorneys' fees, which the Obligee may sustain by reason of the Principal's failure, neglect and/or refusal so to do, or by reason of any other default of the Principal thereunder, or default of the Principal or Surety hereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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The Surety, for value received, agrees that its obligation shall in nowise be impaired or affected by any change, extension of time, alteration, addition, omission or other modification in or of the said Contract, the Contract Documents or the work to be performed thereunder, or by any act of forbearance of either the Principal or the Obligee toward the other with respect thereto, or by any reduction of any percentage of the Contract Sum retained by the Obligee under the Contract and the Contract Documents, and the Surety does hereby waive notice of any and all such changes, extensions of time, alterations, additions, omissions, other modifications, acts of forbearance and/or reduction of retained percentage.

In addition to any other obligations it may have under this Performance Bond, the Contract, the Contract Documents and applicable law, and not in limitation thereof, the Surety, for value received, agrees, if requested to do so by the Obligee, to perform fully and complete the Work mentioned and described in said Contract and any and all modifications thereof pursuant to and in accordance with the undertakings, covenants, terms, conditions and provisions thereof, if the Principal fails, neglects and/or refuses to so perform fully and complete said Work or shall otherwise be in default under said Contract and further agrees to commence the performance of said Work within ten (10) calendar days after notice thereof from an Officer of the Obligee of such failure, neglect and/or refusal or other default of the Principal and to perform and complete the same within the time required under said Contract and any and all modifications thereof.

This Bond shall be for the sole benefit of the Obligee, its successors and assigns.

11/01/06

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this Bond to be duly executed and acknowledged by their duly authorized officers or representatives this 30th day of November, 20 06.

(Corporate Seal)

The Motz Group, Inc.
(Name of Principal)

Attest:

By: Mark Seelen

Guli Shilton
(Secty/Asst. Secty)

Title: Shanon VP

(Corporate Seal)

Great American Insurance Company
(Name of Surety)

Attest:

By: Patricia L. Hehman

Cassandra J. Krumpelman
(Secretary) Witness
Cassandra J. Krumpelman

Title: Attorney-in-Fact, Patricia L. Hehman

NOTE: An original Power of Attorney bearing same date as Bond must be attached.

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CORPORATE ACKNOWLEDGMENT

STATE OF *Ohio* :
 : ss.
COUNTY OF *Hamilton* :

On this *11th* day of *Dec.*, *2006*, before me appeared *Mark A. Heinlein*, to me known, who being by me duly sworn, did depose and say that (s)he resided in *Cincinnati*; that (s)he is the *Sr. V.P.* of *The Motz Group, Inc.*, the corporation (Principal) described in and which executed the foregoing Performance Bond (hereinafter "Bond"); that (s)he knew the seal of said corporation; that the seal affixed to the foregoing Bond is the corporate seal of said corporation; and that the foregoing Bond was signed, sealed and delivered on behalf of said corporation by its authority duly given as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, the said _____ has subscribed and sworn to the foregoing oaths before me, and I have hereunto set my hand and affixed my official seal the day and year first above written.

Julie L. Shelton
NOTARY PUBLIC

(Seal)
My Commission Expires:



JULIE L. SHELTON
Notary Public, State of Ohio
My Commission Expires 08-06-10

11/01/06

LABOR AND MATERIAL PAYMENT BOND

Bond # FS 7479825

KNOW ALL PERSONS BY THESE PRESENTS, that

The Motz Group, Inc., an Ohio corporation,
(Name of Contractor)

of 3607 Church Street, Ste. 300, Cincinnati, OH 45244-3097, as
(Address of Contractor)

Principal (hereinafter called the "Principal"), and

Great American Insurance Company, an Ohio corporation,
(Name of Surety)

of P.O. Box 42534, Cincinnati, OH 45242-0534
11353 Reed Hartman Highway, 4th Floor, Cincinnati, OH 45241, as
(Address of Surety)

as Surety (hereinafter called the "Surety"), are held and firmly bound unto the MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, 235 Montage Mountain Road in Moosic Pennsylvania 18507, a Pennsylvania Municipal Authority (hereinafter called the "Obligee"), in the sum of Five Hundred Twenty-Two Thousand Forty and no/100 DOLLARS (\$522,040.00), for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal and the Obligee have entered into a written Contract for Construction dated 11/21/06 (hereinafter called the "Contract"), for the construction of Project as more fully described in the Project Specifications in said Contract and the Contract Documents identified therein, which are hereby incorporated in and made a part of this Bond

MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY LABOR AND MATERIAL PAYMENT BOND

11/01/06

with the same force and effect as if fully set forth at length herein; and

WHEREAS, Obligee is a "contracting body" under the provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors Bond Law of 1967," 8 P.S. ' 191 et seq. (the "Act"); and

WHEREAS, the Act requires that before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Labor and Material Payment Bond to the Obligee; and

WHEREAS, the Contract and the Contract Documents identified therein also require the Principal to furnish this Labor and Material Payment Bond to the Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal and any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted, shall promptly make payment to all claimants, as hereinafter defined, for all material furnished and labor supplied or performed, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the site), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be solely for the protection of claimants supplying labor or materials in the prosecution of the Work provided for in the Contract to the Principal or to any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted. A Claimant is defined as a person, co-partnership, association or corporation who has furnished material or supplied or performed labor in the prosecution of the Work under the

MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY

LABOR AND MATERIAL PAYMENT BOND

Contract, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the site).

2. The above-named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant, as herein defined, who has performed labor or furnished material in the prosecution of the Work under the Contract and who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which it claims payment, may bring an action on this Bond in its own name, in assumpsit, to recover any amount due it for such labor or material and may prosecute such action to final judgment and have execution on the judgment. The provisions of this Bond shall be applicable whether or not the material furnished or the labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract. The Obligees 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) if the claimant has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, unless such claimant shall have given written notice to the Principal 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

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done or performed. Such notice shall be served by mailing same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal 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 manner now or hereafter provided by law for the service of a summons, except 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 by Surety.

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IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this 30th day of November, 2006.

(Corporate Seal)

The Motz Group, Inc.

(Name of Principal)

Attest:

By:

Guli Skilton
(Secy/Asst. Secty)

Title:

Senior V.P.

(Corporate Seal)

Great American Insurance Company

(Name of Surety)

Attest:

By:

Cassandra J. Krumpelman
(Secretary) Witness
Cassandra J. Krumpelman

Patricia L. Helman
Title: Attorney-in-Fact

NOTE: An original Power of Attorney bearing same date as Bond must be attached.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Six

No. 0 18096

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
Thomas R. Dietz	Patricia L. Hehman	all of	all
Robert E. Gigax, Jr.	Phyllis T. Neal	Cincinnati, Ohio	\$75,000,000
Cassandra J. Krumpelman			
JoAnn Norris			

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of June, 2006
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 14th day of June, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of November, 2006

580 Walnut Street
Cincinnati, OH 45202-3180
513.369.5000

PO Box 2575
Cincinnati, OH 45201-2575
www.GreatAmericanInsurance.com



GREAT AMERICAN INSURANCE COMPANY

STATEMENT OF DECEMBER 31, 2005

ADMITTED ASSETS

Bonds.....	\$	2,826,766,182
Stocks.....		1,250,460,875
Mortgage loans on real estate.....		31,214,679
Real estate (net of encumbrances).....		47,758,651
Cash on hand and on deposit.....		(58,239,069)
Short-term investments.....		67,809,570
Investment income due and accrued.....		28,934,792
Agents' and premium balances.....		395,393,723
Reinsurance recoverable on loss and loss expense payments.....		246,542,203
Current federal and foreign income tax recoverable.....		21,376,107
Net deferred tax asset.....		73,461,901
Receivable from affiliates.....		9,315,102
Other admitted assets.....		222,330,575
Total	\$	5,163,125,290

LIABILITIES, CAPITAL AND SURPLUS

Unpaid losses and loss expenses	\$	2,402,292,848
Reserve for underwriting expenses		130,706,047
Reserve for unearned premiums		876,995,615
Federal and foreign income taxes.....		0
Ceded reinsurance premiums payable		229,523,126
Retroactive reinsurance ceded		(155,592,730)
Other liabilities		223,894,146
Total liabilities.....		3,707,819,052
Capital stock.....	\$	15,440,600
Paid in surplus.....		230,010,896
Special surplus funds.....		153,058,737
Unassigned funds.....		1,056,796,006

Policyholders' surplus 1,455,306,239

Total **\$** **5,163,125,290**

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners

STATE OF OHIO

SS.:

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Karen Holley Horrell, Senior Vice President and Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct statement of the Assets and Liabilities of the said Company as of December 31, 2005.

Subscribed and sworn to before me

this 1st day of March, 2006.

Shelle Clontz

SHELLE CLONTZ
Notary Public, State of Ohio
My Commission Expires Aug. 9, 2010



Robert J. Schwartz
Controller

Karen Holley Horrell
Secretary