

Unlicensed Plumbing Contractor Bond

(Applies to all persons other than licensed master plumbers.)
To be completed by your surety company.

Bond No. 929299145



Opus Northwest, L.L.C.

Company Name, if none, the plumbing contractor's name.

10350 Bren Road West

Minnetonka

MN 55343

(952) 656-4444

Plumbing Company Address

City

State

Zip

Telephone No.

as principal, and **American Casualty Company of Reading, Pennsylvania**

Surety Company Name

CNA Plaza

Chicago

IL 60606

(952) 285-3410

Surety Company Address

City

State

Zip

Telephone No.

a corporation licensed to do business in the State of Minnesota, as Surety, are jointly and severally held and firmly bound to the State of Minnesota, as Oblige, in the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that, if the undersigned Principal or such persons authorized to perform plumbing under the Principal's supervision performs plumbing in compliance with the plumbing code as required pursuant to Minnesota Rules, Chapter 4715, then this obligation shall be null and void; otherwise, it shall remain in full force and effect for a period not to exceed one year ending December 31st. The period of this bond is January 1, 2003 through December 31, 2003. During the term of this obligation, the Principal and Surety will pay unto the Oblige, or as otherwise directed by the Oblige, the amount needed to correct noncomplying plumbing work, not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000) for the benefit of persons injured or suffering financial loss by reason of failure to comply with the requirements of the plumbing code, Minnesota Rules, Chapter 4715.

FURTHERMORE, it is understood and agreed that:

1. The aggregate liability of the Surety hereunder pertains to all claims arising during the period defined above.
2. In the event the bond does not provide for correction of all noncomplying plumbing work, the bond paid by the undersigned Surety does not relieve the undersigned Principal of liability for correcting noncomplying plumbing work by said Principal or persons working under said Principal's supervision.
3. This bond is a continuous obligation which may be canceled at any time as to further liability upon the Surety's giving at least fifteen (15) days written notice to the Commissioner of Health. In the event of cancellation, the Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the fifteen (15) day notice period.

Signed and sealed this 11th day of July, 2003.

Elizabeth Schorle
Opus Northwest, L.L.C.

Print - Plumbing Contractor Name

Elizabeth J Schorle
Signature Principal

American Casualty Company of Reading, Pennsylvania
Surety Corporation

By B. L. Kellar
Attorney in Fact **B. L. Kellar**

(Seal)

- The reverse side of this form must also be completed and the Power Of Attorney attached.
- The bond form must be accompanied by a \$40 fee, payable to the Minnesota Department of Health. Checks returned for nonpayment will be charged a \$20 fee (M.S. 332.50, Subd. 2).



Minnesota Department of Health
121 East Seventh Place, Suite 220
P.O. Box 64975
St. Paul, MN 55164-0975
651/215-0836

Minnesota Relay Service (Greater MN):
1/800/627-3529
Minnesota Relay Service (Metro): 297-5354



Office Use Only: Fee \$40 CCR 115392

Deposit Date: JUL 18 2003

Deposit No.: 012

0400225

You must complete A or B and C

A. Acknowledgement of Individual or Partnership Contractor

State of Minnesota)
County of Carver)ss.

On this 11th day of July, 2003, personally came Elizabeth F. Schorle to me well known to be the identical person(s) described in and who executed the foregoing bond and he/she/they acknowledged the same to be his/her/their own free act and deed.

Notary Public

Date

(SEAL)

My commission expires 01 / 11 / 05
Date

B. Acknowledgement of Corporate Contractor

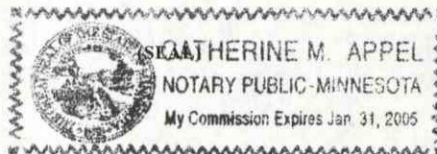
State of Minnesota)
County of Carver)ss.

On this 11th day of July, 2003, personally came Elizabeth F. Schorle who being by me duly sworn, did say that he/she is Secretary of Opus Northwest, L.L.C., a Delaware Limited Liability Company corporation; and that said instrument was executed in behalf of the corporation by authority of its Board of Directors; that he/she acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

Date

My commission expires 01 / 11 / 05
Date



C. Acknowledgement of Corporate Surety

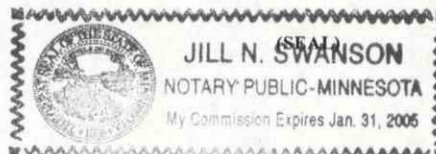
State of Minnesota)
County of Hennepin)ss.

On this 11th day of July, 2003, personally came B. L. Kellar and to me personally known, who being by me duly sworn, did say that he/she is the attorney in fact, of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation whose name is affixed to the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation; and that said instrument was executed in behalf of said corporation by authority of its board of directors and said B. L. Kellar acknowledged that he/she executed said instrument as attorney in fact as the free act and deed of said corporation.

Notary Public

Date

My commission expires 1 / 31 / 05
Date



Notice to Individual Applicants: Under Minnesota Statutes 13.41, all data, except your name and address, submitted in this application are considered private until you are issued a credential. When you become credentialed, all data in this application become public, except your social security number.

Notice to Corporate Applicants: Under Minnesota Statutes 13.41, all data submitted in this application are public, except for the social security number of any responsible person, which is private.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard G Donovan, Nina E Werstein, Laurie F Pflug, Jill N Swanson, Jerry Ouimet, Dennis G Loots, B. L. Kellar, Denise D Wishcop, Individually

of Minneapolis, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of March, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of March, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this

11th day of July, 2003



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.