



Amwest Surety Insurance Company

Woodland Hills, California

GENERAL INDEMNITY AGREEMENT

This Agreement of Indemnity, made and entered into this 14TH day of JUNE 1994
is executed by the Undersigned for the purpose of indemnifying AMWEST SURETY INSURANCE COMPANY, herein
referred to as "Surety", in connection with any Bonds written on behalf of

R. J. R. ROOFING, INC.

herein referred to as "Principal."

1. DEFINITIONS — The following definitions apply in this Agreement:

Bond — Any contractual obligation undertaken by Surety for Principal, before or after the date of this Agreement and any renewal or extension of said obligation.

Principal — The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in interest, whether alone or joint venture with others named herein or not.

Surety — AMWEST SURETY INSURANCE COMPANY, its affiliates, subsidiaries or reinsurers, and any other person(s) or entity(ies) which the Surety may procure to act as a Surety or as a Co-Surety on any Bond, or any other person or entity who executes a Bond at the request of Surety.

Contract — Any agreement of Principal, including that which is bonded by the Surety.

2. INDEMNITY — In consideration of the execution and delivery by the Surety of a Bond or any Bonds on behalf of the Principal, the Undersigned agree to indemnify and hold the Surety harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature which arise by reason of, or in consequence of, the execution by the Surety of any Bond on behalf of the Principal and whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest, or liabilities incurred in settlement of claim; expenses paid or incurred in connection with claims, suits, or judgments under such Bonds; expenses paid or incurred in enforcing the terms of this Agreement; expenses paid or incurred in procuring or attempting to procure release from liability under its Bond by Surety; expenses incurred in recovering or attempting to recover losses or expenses paid or incurred; attorneys fees and all legal expenses related to any items herein; including in-house attorney fees, costs and expenses; investigation, accounting or engineering services; adjustment of claims; premiums on Bonds issued by Surety on behalf of the Principal; monies advanced or loaned in accordance with Section 4(d) of this Agreement. In furtherance of such indemnity:

A. The liability of the undersigned shall extend to and include all amounts paid by the surety in good faith under the belief that 1) principal was in default as hereinafter described in Section 3 of this agreement; 2) surety was or might be liable therefor; 3) such payments were necessary or advisable to protect any of surety's rights as to avoid or lessen surety's liability or alleged liability.

B. Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, engineering and legal services.

C. Surety shall have the foregoing rights, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety upon such claim.

D. In any claim or suit hereunder, an itemized statement of the aforesaid losses and expenses, sworn to by an officer of Surety, or the vouchers or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of the liability hereunder of the Undersigned.

E. Surety shall have the right to reimbursement of its expenses, premiums and attorneys' fees, including in-house attorneys' fees, costs and expenses hereunder, irrespective of whether any Bond loss payment has been made by Surety. In any suit on this Agreement, Surety may recover its further expenses and attorneys' fees, including in-house attorneys' fees, costs and expenses incurred in suit.

F. If the principal advises the surety in a timely manner of its defenses relating to any claim arising out of any bond written pursuant to this agreement, and instructs the surety not to pay or otherwise perform thereunder, based upon such defenses, the undersigned agrees to indemnify, hold harmless and reimburse the surety for any consequential or other damages — including but not limited to attorneys' fees (whether for outside attorneys or in-house counsel), legal costs, bad faith judgments, etc. — which thereafter may arise.

3. DEFAULT — Principal shall be in Default with respect to a Contract and hereunder if any of the following occur:

A. Principal breaches, abandons or repudiates any Contract.

B. Any Obligor declares Principal to be in Default.

C. Principal fails to pay for any labor or materials when such payment is due.

D. Principal diverts any Contract funds from one Contract to another, prior to the complete discharge of Surety.

E. Principal, or any of the Undersigned, breaches any provision of this Agreement.

F. Principal, or any one of the Undersigned, becomes the subject of any Agreement or proceedings of composition, insolvency, bankruptcy, receivership, trusteeship, or assignment for creditors.

G. Principal, or any one of the undersigned, becomes actually insolvent.

H. Principal (if an individual) dies, is adjudged mentally incompetent, convicted of a felony, becomes a fugitive from justice or disappears and cannot be located with the usual methods.