

## RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas JAMES TIMOTHY TURNER, of Birth Certificate No. 109-1956-017436, by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number 263-25-4067,  
became a surety for the complete and successful performance of said contract, and Whereas said  
surety has placed certain personal property in escrow

in Account Number Inmate Number MCDF 99120 on deposit

at Montgomery County Detention Facility  
(Name of Financial Institution)

located at 115 S Perry St., Montgomery, Alabama 36104, and  
(Address of Financial Institution)

Whereas I, James Timothy of the family Turner, being a duly authorized  
representative of the United States government as a warranted contracting officer, have determined  
that retention in escrow of the following property is no longer required to ensure further performance  
of the said Government contract or satisfaction of claims arising therefrom:

Inmate No. MCDF 99120; DISTRICT of the UNITED STATES for the MIDDLE DISTRICT of ALABAMA  
CASE NO. 1:12-CR-169-MHT

SEE optional FORM 90 Release of Lien on Real Property and sf 28 Affidavit of Individual Surety:

and

Whereas the surety remains liable to the United States Government for the continued performance of  
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the  
property listed above, and directs the custodian of the aforementioned escrow account to deliver the  
listed property to the surety. If the listed property comprises the whole of the property placed in  
escrow in the aforementioned escrow account, the Government further directs the custodian to close  
the account and to return all property therein to the surety, along with any interest accruing which  
remains after the deduction of any fees lawfully owed to

MONTGOMERY COUNTY DETENTION FACILITY  
(Name of Financial Institution)

11/21/2012  
[Date]

[Signature]

Seal

Donna Louise Steyer, POA  
for James Timothy Turner

RELEASE OF LIEN ON REAL PROPERTY

Whereas James Timothy Turner , of Birth Certificate No. 109-1956-017436 , by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number 263-25-4067 ,

became a surety for the complete and successful performance of said contract, which bond includes a lien upon certain real property further described hereafter, and

Whereas said surety established the said lien upon the following property

Inmate Number MCDF 99120; CASE NO.: 1:12-CR-169-MHT  
DISTRICT COURT of the UNITED STATES for the MIDDLE DISTRICT of ALABAMA

See Attached Optional Form 91 Release of Personal Property from Escrow and sf 28 Affidavit of Individual Surety.

and recorded this pledge on Inmate Number MCDF 99120  
(Name of Land Records)  
in the Montgomery County Detention Facility of 115 S. Perry Street, Montgomery, Alabama 36104 ,  
(Locality) (State)  
and

Whereas, I, James Timothy of the family Turner , being a duly  
authorized representative of the United States Government as a warranted contracting officer, have  
determined that the lien is no longer required to ensure further performance of the said Government  
contract or satisfaction of claims arising therefrom,  
and

Whereas the surety remains liable to the United States Government for continued performance  
of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases the aforementioned line.

11/21/2012

[Date]

Donna Louise Sheer POA  
for James Timothy Turner

[Signature]  
Seal

**BID BOND**  
( See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

09/18/2012

OMB NO.: 9000-0045  
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery, Alabama

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☐ CORPORATION

STATE OF INCORPORATION

FLORIDA BC/109-1956-017436

SURETY(IES) (Name and business address)

JAMES TIMOTHY TURNER  
DEPOSITORY TRUST COMPANY  
55 WATER STREET 1ST FLOOR  
NEW YORK, NEW YORK 10041

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	BID IDENTIFICATION
	AMOUNT NOT TO EXCEED					
	MILLION (S)	THOUSAND(S)	HUNDRED(S)	CENTS		INVITATION NO.
20	30	0	0.00	0.00	09/18/2012	1:12-CR-169-MHT
					FOR (Construction supplies, or Services)	

**OBLIGATION**

We, the Principal and Surety (ies) are firmly bound to the United States of America (hereinafter call the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit or liability is the full amount of the penal sum.

**CONDITIONS:**

The principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each surety executing this instrument agrees that its obligations is not impaired by any extension(s) of the time for acceptance of the bid that the principal may grant to the Government. Notice to the surety (ies) of extensions (s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the periods originally allowed for acceptance of the bid.

**WITNESS**

The principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. <i>James Timothy Turner</i>	2.	3.		
	<i>James Timothy Turner</i> (Seal)				
NAME(S) & TITLE(S) (Typed)	1. James Timothy Turner, Auth. Rep., Attorney-in-Fact	2.	3.		Corporate Seal
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. <i>JAMES TIMOTHY TURNER</i>	2.			
	<i>JAMES TIMOTHY TURNER</i> (Seal)				
NAME(S) (Typed)	1. JAMES TIMOTHY TURNER	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

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**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

09/18/2012

OMB No.: 9000-0045

Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post office Box 4599  
Montgomery, Alabama 36103

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

FLORIDA BC # 109-1956-017436

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
30.00	0.00	0.00	0.00

CONTRACT DATE

09/18/2012

CONTRACT NO.

1:12-CR-169 MHT

SURETY(IES) (Name(s) and business address(es))

JAMES TIMOTHY TURNER  
DEPOSITORY TRUST COMPANY  
55 WATER STREET 1ST FLOOR  
NEW YORK, NEW YORK 10041

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	<i>James Timothy Turner</i>	2.	3.
NAME(S) & TITLE(S) (Typed)	1. James Timothy Turner, Authorized Representative, Attorney-in-Fact	2. (Seal)	3. (Seal)
Corporate Seal			
INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	<i>JAMES TIMOTHY TURNER</i>	2.	
NAME(S) (Typed)	1. JAMES TIMOTHY TURNER	2. (Seal)	3. (Seal)
CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1.	2.
	NAME(S) & TITLE(S) (Typed)	1.	2.
Corporate Seal			

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STANDARD FORM 25A (REV. 10-98)  
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

# AFFIDAVIT OF INDIVIDUAL SURETY

(See instructions on reverse)

OMB Number: 9000-0001  
Expiration Date: 11/30/2014

Public reporting burden for this collection of information is estimated to average 0.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (VPR), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF  
MINNESOTA  
COUNTY OF  
BELTRAMI

SS.

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)

JAMES TIMOTHY TURNER

3. TYPE AND DURATION OF OCCUPATION

SURETY/LIFETIME

5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED  
(Number, Street, City, State, ZIP Code)

Depository Trust Company, 55 Water Street 1st Floor,  
New York, New York 10041

2. HOME ADDRESS (Number, Street, City, State, ZIP Code)

109 - 1956 - 017436 / 05A  
109 1956 436

4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)

MONTGOMERY COUNTY DETENTION FACILITY  
115 S PERRY STREET, MONTGOMERY, ALABAMA 36104

6. TELEPHONE NUMBER

HOME -

BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:  
(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

Inmate Number MCDF 99120, UNITED STATES DISTRICT COURT of the UNITED STATES of the MIDDLE DISTRICT OF ALABAMA, Case Account no. 1:12-CR-169-MHT

See attached Release of Lien on Real Property (Op. Form 90) and Release of Personal Property from Escrow (Op. Form 91).

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

COPY

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

UNITED STATES DISTRICT COURT of the UNITED STATES of the MIDDLE DISTRICT OF ALABAMA, Case Account no. 1:12-CR-169-MHT, Inmate Number MCDF 99120, Court minutes; Plea: DNA, fingerprints, Inmate Records, etc.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

See attachments.

## DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE *Donna Louise Steer, POA*  
*for James Timothy Turner*

11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (When Case Account no. 1:12-CR-169-MHT)

## 12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED

MONTH DAY YEAR  
11 21 2012

b. CITY AND STATE (Or other jurisdiction)

*Bemidji, Minnesota*

c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH  
(Type or print)

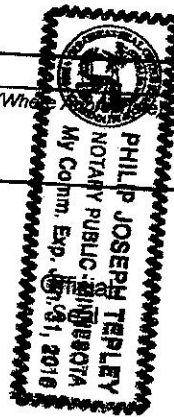
*Philip Joseph Tepley*

d. SIGNATURE

*Philip Joseph Tepley*

e. MY COMMISSION  
EXPIRES

*Jan 31 2016*



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previous edition is not usable

STANDARD FORM 28 (REV. 6/2003)  
Prescribed by GSA-FAR (48 CFR) 53.228(e)



# REINSURANCE AGREEMENT FOR A MILLER ACT PERFORMANCE BOND

(See instructions on reverse)

OMB Number: 9000-0045  
Expiration Date: 5/31/2013

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

## 1. DIRECT WRITING COMPANY\*

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery, Alabama 36103

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

11/21/2012

1B. STATE OF INCORPORATION

FLORIDA/BC 109 1956-017436

## 2. REINSURING COMPANY\*

JAMES TIMOTHY TURNER  
DEPOSITORY TRUST COMPANY  
55 WATER STREET, 1ST FLOOR  
NEW YORK, NEW YORK 10041

2A. AMOUNT OF THIS REINSURANCE (\$)

30,000,000

2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT

11/21/2012

2C. STATE OF INCORPORATION

FLORIDA/BC 109 1956-017436

## 3. DESCRIPTION OF CONTRACT

3A. AMOUNT OF CONTRACT

30,000,000

3B. CONTRACT DATE

09/18/2012

3C. CONTRACT NO.

1:12-CR0169-MHT

3D. DESCRIPTION OF CONTRACT

OMB NO. 9000-0045  
CASE ACCOUNT NUMBER 1:12-CR-169-MHT  
UNITED STATES DISTRICT of the UNITED STATES  
of the MIDDLE DISTRICT of ALABAMA

## 4. DESCRIPTION OF BOND

4A. PENAL SUM OF BOND

30,000,000

4B. DATE OF BOND

09/18/2012

4C. BOND NO.

4D. PRINCIPAL\*

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery, Alabama 36103

3E. CONTRACTING AGENCY

MONTGOMERY COUNTY DETENTION FACILITY

4E. STATE OF INCORPORATION (If Corporate Principal)

FLORIDA

## AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America on the performance bond described above, wherein the above described is the principal, for the protection of the United States on the contract described above. The contract is for the construction, alteration, or repair of a public building or public work of the United States and the performance bond was furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-280e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the performance bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of the agreement.

## TERMS AND CONDITIONS:

(a) The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the performance and to the extent of the "Amount of this Reinsurance," or any sum less than the "Amount of this Reinsurance" that is owing and unpaid by the Direct Writing Company to the United States under the performance bond.

(b) If the Direct Writing Company fails to pay any default under the performance bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the performance bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance" the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

(c) If there is a default on the performance bond for the "Amount of this Reinsurance," or more, the Reinsuring Company and the Direct Writing Company hereby covenant and agree that the United States may bring suit against the Reinsuring Company for the "Amount of this Reinsurance" or, in case the amount of the default is for less than the "Amount of this Reinsurance," for the full amount of the default.

## WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested by officers empowered thereto, on the day and date above written opposite their respective names.

\*Items 1, 2, 4D - Furnish legal name, business address and ZIP Code.

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Previous edition is usable

(Over)

STANDARD FORM 273 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(h)

5A(1) SIGNATURE <i>Donna Louise Stenger POA for James Timothy Turner</i>		5. DIRECT WRITING COMPANY		Corporate Seal
5B(1) NAME AND TITLE (Typed) James Timothy Turner, Auth. Rep, Attorney-in-Fact		(2) ATTEST: SIGNATURE		
		(2) NAME AND TITLE (Typed)		Corporate Seal
6A(1) SIGNATURE <i>Donna Louise Stenger POA for James Timothy Turner</i>		6. REINSURING COMPANY		Corporate Seal
6B(1) NAME AND TITLE (Typed) JAMES TIMOTHY TURNER		(2) ATTEST: SIGNATURE		
		(2) NAME AND TITLE (Typed)		Corporate Seal

### INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act performance bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(h).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of the Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

**COPY**

# REINSURANCE AGREEMENT FOR A MILLER ACT PAYMENT BOND

(See instruction on reverse)

OMB No.: 9000-0045  
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

## 1. DIRECT WRITING COMPANY\*

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery, Alabama 36103

1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

11/21/2012

1B. STATE OF INCORPORATION

FLORIDA BC/ 109-1956-017436

## 2. REINSURING COMPANY\*

JAMES TIMOTHY TURNER  
DEPOSITORY TRUST COMPANY  
55 WATER STREET, 1ST FLOOR  
NEW YORK, NEW YORK 10041

2A. AMOUNT OF THIS REINSURANCE  
\$ 30,000,000

2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT 11/21/2012

2C. STATE OF INCORPORATION

FLORIDA BC/109-1956-017436

## 3. DESCRIPTION OF CONTRACT

3A. AMOUNT OF CONTRACT

30,000,000

3B. CONTRACT DATE

09/18/2012

3C. CONTRACT NO.

1:12-CR-169-MHT

3D. DESCRIPTION OF CONTRACT

NO.9000-0045

CASE ACCOUNT NUMBER 1:12-CR-169-MHT

UNITED STATES DISTRICT COURT of the UNITED STATES  
of the MIDDLE DISTRICT of ALABAMA

## 4. DESCRIPTION OF BOND

4A. PENAL SUM OF BOND

30,000,000

4B. DATE OF BOND

09/18/2012

4C. BOND NO.

109-1956-017436

4D. PRINCIPAL\*

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery Alabama 36103

COPY

## 3E. CONTRACTING AGENCY

MONTGOMERY COUNTY DETENTION FACILITY

4E. STATE OF INCORPORATION (If Corporate Principal)

FLORIDA/BC-109-1956-7436

## AGREEMENT:

(a) The Direct Writing Company named above is bound as a surety on the payment bond described above, wherein the above described is the principal, for the protection of all persons supplying labor and material on the contract described above, which is for the construction, alteration, or repair of a public building or public work of the United States. The payment bond is for the use of persons supplying labor or material, and is furnished to the United States under the Act of August 24, 1935, as amended (40 U.S.C. 270a-270e), known as the Miller Act. The Direct Writing Company has applied to the Reinsuring Company named above to be reinsured and counter-secured in the amount above opposite the name of the Reinsuring Company (referred to as "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the payments bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

## TERMS AND CONDITIONS:

The purpose and intent of this agreement is (a) to guarantee and indemnify the persons who have furnished to supplied labor or material in the prosecution of the work provided for in the contract referred to above (hereinafter referred to as "laborers and materialmen," the term "materialmen" including persons having a direct contractual relation with a subcontractor but no contractual relationship expressed or implied with the contractor who has furnished the said payment bond) against loss under the payment bond to the extent of the "amount of this Reinsurance," or for any sum less than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the "laborers and materialmen" on the payment bond; and (b) to make the "laborers and materialmen" obligees under this Reinsurance Agreement to the same extent as if their respective names were written herein.

## THEREFORE:

1. The Reinsuring Company covenants and agrees -

(a) To pay the "Amount of this Reinsurance" to the "laborers and materialmen" in the event of the Direct Writing Company's failure to pay to the "laborers and materialmen" any default under the payment bond equal to or in excess of the "Amount of this Reinsurance"; and

(b) To pay (1) the full amount to the "laborers and materialmen," or (2) the amount not paid to them by the Direct Writing Company; in case the Direct Writing Company fails to pay the "laborers and materialmen" any default under the payment bond less than the "Amount of this Reinsurance."

\*Items 1, 2, 4D - furnished legal name, business address and ZIP Code. (Over)

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STANDARD FORM 274 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(f)



2. The Reinsuring Company and the Direct Writing Company covenant and agree that, in the case of default on the payment bond for the "Amount of Reinsurance," or more, the persons given a "right of action" or a "right to sue" on the payment bond by section 2(a) of the Miller Act (40 U.S.C. 270b(a)) may bring suit against the Reinsuring Company in the United States District Court for the district in which the contract described above is to be performed or executed for the "Amount of this Reinsurance" or, if the amount of the default is for less than the "Amount of this Reinsurance," for whatever the full amount the default may be. The Reinsuring Company further covenants and agrees to comply with all requirements necessary to give such court jurisdiction, and consent to determination of matters arising under this Reinsurance Agreement in accordance with the law and practice of the court. It is expressly understood by the parties that the rights, powers, and privileges which they might have under the statutes of the United States, any States, or the other laws of either, should not be construed as limitations.

3. The Reinsuring Company and the Direct Writing Company further covenant and agree that the Reinsuring Company designates the process agent appointed by the Direct Writing Company in the district in which the contract is to be performed and executed, as an agent to accept service of process in an suit instituted on this Reinsurance Agreement, and that the process agent shall send, by registered mail, to the Reinsuring Company at its principal place of business shown above, a copy of the process.

4. The Reinsuring Company and the Direct Writing Company further covenant and agree that this Reinsurance Agreement is an integral part of the payment bond.

WITNESS:

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing the power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date in Item 1A written opposite their respective names.

5. DIRECT WRITING COMPANY	
5A. (1) SIGNATURE <i>Donna Louise Streier, POA</i>	(2) ATTEST SIGNATURE
5B. (1) NAME AND TITLE (Typed) <i>for James Timothy Turner, auth rep</i> <i>Attorney-in-Fact</i>	(2) NAME AND TITLE (Typed)
James Timothy Turner, auth rep. Attorney-in-Fact	Corporate Seal

6. REINSURING COMPANY	
6A. (1) SIGNATURE <i>DONNA LOUISE STREIER, POA for</i> <i>JAMES TIMOTHY TURNER</i>	(2) ATTEST SIGNATURE
6B. (1) NAME AND TITLE (Typed) JAMES TIMOTHY TURNER	(2) NAME AND TITLE (Typed)
	Corporate Seal

### INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on Miller Act payment bonds running to the United States. See FAR (48 CFR) 28.202-1 and 53.228(i).

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filled with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

# REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES

(See instructions on reverse)

OMB No.: 9000-0045  
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

## 1. DIRECT WRITING COMPANY\*

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery, Alabama 36103

## 1A. DATE DIRECT WRITING COMPANY EXECUTES THIS AGREEMENT

11/21/2012

## 1B. STATE OF INCORPORATION

FLORIDA/BC 109-1956-017436

## 2A. AMOUNT OF THIS REINSURANCE (\$)

30,000,000

## 2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT

11/21/2012

## 2C. STATE OF INCORPORATION

FLORIDA BC/109-1956-017436

## 2. REINSURING COMPANY\*

JAMS TIMOTHY TURNER  
DEPOSITORY TRUST COMPANY  
55 WATER STREET, 1ST FLOOR  
NEW YORK, NEW YORK 10041

## 3. DESCRIPTION OF BOND

### 3A. DESCRIPTION OF BOND (Type, purpose etc.) (If associated with contract number, date, amount, etc., include name of Government agency involved.)

9000-0045  
CASE ACCOUNT NUMBER 1:12-CR-169-MHT  
MONTGOMERY COUNTY DETENTION FACILITY

### 3B. PENAL SUM OF BOND

\$ 30,000,000

### 3C. DATE OF BOND

09/18/2012

### 3D. BOND NO.

### 3E. PRINCIPAL\*

James Timothy Turner  
non-assumpsit/TDC:  
c/o Post Office Box 4599  
Montgomery, Alabama 36103

### 3F. STATE OF INCORPORATION (If Corporate Principal)

FLORIDA BC/109-1956-017436

COPY

## AGREEMENT:

(a) The Direct Writing Company named above is bound as surety to the United States of America, on the bond described above, wherein the above-named is the principal. The bond is given for the protection of the United States and the Direct Writing Company has applied to the above Reinsuring Company to be reinsured and counter-secured in the amount shown opposite the name of the Reinsuring Company (referred to as the "Amount of this Reinsurance"), or for whatever amount less than the "Amount of this Reinsurance" the Direct Writing Company is liable to pay under or by virtue of the bond.

(b) For a sum mutually agreed upon, paid by the Direct Writing Company to the Reinsuring Company which acknowledges its receipt, the parties to this Agreement covenant and agree to the terms and conditions of this agreement.

## TERMS AND CONDITIONS:

The purpose and intent of this agreement is to guarantee and indemnify the United States against loss under the bond to the extent of the "Amount of this Reinsurance," or for any less sum than the "Amount of this Reinsurance," that is owing and unpaid by the Direct Writing Company to the United States.

## THEREFORE:

1. If the Direct Writing Company fails to pay any default under the bond equal to or in excess of the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States, the obligee on the bond, the "Amount of this Reinsurance." If the Direct Writing Company fails to pay to the United States any default for a sum less than the "Amount of this Reinsurance," the Reinsuring Company covenants and agrees to pay to the United States the full amount of the default, or so much thereof that is not paid to the United States by the Direct Writing Company.

2. The Reinsuring Company further covenants and agrees that in case of default on the bond for the "Amount of this Reinsurance," or more, the United States may sue the Reinsuring Company for the "Amount of this Reinsurance" or for the full amount of the default when the default is less than the "Amount of this Reinsurance."

## WITNESS

The Direct Writing Company and the Reinsuring Company, respectively, have caused this Agreement to be signed and impressed with their respective corporate seals by officers possessing power to sign this instrument, and to be duly attested to by officers empowered thereto, on the day and date above — written opposite their respective names.

\*Items 1, 2, 3E - Furnish legal name, business address and ZIP Code.

(Over)

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition usable

STANDARD FORM 275 (REV. 10-98)  
Prescribed by GSA-FAR (48 CFR) 53.228(j)

4. DIRECT WRITING COMPANY		Corporate Seal
4A.(1). SIGNATURE <i>Donna Louise Green, DOR</i> <i>for James Timothy Turner</i>	(2). ATTEST: SIGNATURE	
4B.(1). NAME AND TITLE (Typed) James Timothy Turner, auth. representative, attorney-in-Fact	4B.(2). NAME AND TITLE (Typed)	Corporate Seal
5. REINSURING COMPANY		
5A.(1). SIGNATURE <del>DONNA LOUISE GREEN</del> <i>POB for</i> <i>JAMES TIMOTHY TURNER</i>	(2). ATTEST: SIGNATURE	Corporate Seal
5B.(1). NAME AND TITLE (Typed) JAMES TIMOTHY TURNER,	5B.(2). NAME AND TITLE (Typed)	

### INSTRUCTIONS

This form is to be used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurance on bonds running to the United States except Miller Act Performance and Payment Bonds. See FAR (48 CFR) 28.202-1 and 53.228(j) and 31 CFR 223.11(b)(1). If this form is used to reinsure a bid bond, the "Penal Sum of Bond" and "Amount of this Reinsurance" may be expressed as percentage of the bid provided the actual amounts will not exceed the companies' respective underwriting limitations.

Execute and file this form as follows:

Original and copies (as specified by the bond-approving officer), signed and sealed, shall accompany the bond or be filed within the time period shown in the bid or proposal.

One carbon copy, signed and sealed, shall accompany the Direct Writing Company's quarterly Schedule of Excess Risks filed with the Department of Treasury.

Other copies may be prepared for the use of the Direct Writing Company and Reinsuring Company. Each Reinsuring Company should use a separate form.

**COPY**