

CONTRACT BONDS

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eshenaur's Fuels, Inc., 200 South 41st Street, Harrisburg, PA 17111, as Principal, and

HUDSON INSURANCE COMPANY

(Surety Company)

17 State Street, 29th Floor, New York, NY 10004, (212) 978-2851

(Address and Telephone Number)

A corporation organized and existing under the laws of the State of Delaware. As Surety are held and firmly bound unto the Commonwealth of Pennsylvania as hereinafter set forth, in the full and just sums of

- (a) ONE HUNDRED NINETEEN THOUSAND AND 00/100 DOLLARS (\$119,000.00) for faithful performance of the contract as designated in Paragraph "A"; and
- (b) ONE HUNDRED NINETEEN THOUSAND AND 00/100 DOLLARS (\$119,000.00) for payment of labor, material, equipment rental and public utility services under the contract as designated in Paragraph "B"; and
- (c) FIFTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$59,500.00) for maintenance upon completion of the contract as designated in Paragraph "C", lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or its assigns to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this 8th day of November, 2007.

WHEREAS, the above bounden Principal has entered into a contract with the said Commonwealth of Pennsylvania, by and through the Department of Conservation and Natural Resources, dated 8th day of November, 2007, HVAC Construction, Building Replacement Projects, Pine Grove Furnace State Park, Cooke Township, Cumberland County, Pennsylvania, Contract No. FDC-310-1676.2. Upon certain terms and conditions in said contract more particularly mentioned; and

WHEREAS, it is one of the conditions of the award of the Department of Conservation and Natural Resources, acting for and on behalf of the Commonwealth of Pennsylvania, pursuant to which said contract is about to be entered into, that these presents be executed.

NOW, THEREFORE, the joint and several conditions of these Contract Bonds are such:

A. That if the above bounden Principal as CONTRACTOR shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract, including the plans and specifications and other contract documents therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were set forth herein, and shall indemnify and save harmless the said COMMONWEALTH and all of its officers, agents and employees from any expenses incurred through the failure of said CONTRACTOR to complete the work as specified and for any damages growing out of the manner of performance of said contract by said CONTRACTOR or his sub-contractors or his or their agents or servants, including patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of his sub-contractors to any individual, firm, partnership, association or corporation for all material furnished and labor supplied or performed in prosecution of the contract work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, and for rental of equipment used and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

C. That if the above bounden Principal shall remedy without cost to the COMMONWEALTH any defects which may develop during the period of one year (365 days) from the date of completion and acceptance of the work performed under said contract; provided in the judgment of the COMMONWEALTH or its successors having jurisdiction in the premises, such defects are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed, or equipment to be rented or public utility services to be rendered under it, or the giving by the COMMONWEALTH of any extension of time of the performance of the contract or any other forbearance on the part of either the COMMONWEALTH or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extensions, or forbearances being hereby waived.

The Principal and Surety hereby jointly and severally agree with the COMMONWEALTH that every individual, firm, partnership, association or corporation who, whether as sub-contractor or otherwise, has furnished material or supplied or performed labor or rented equipment in prosecution of the work as above provided and any public utility which has rendered services in, or in connection with, the prosecution of such work, and who has not been paid therefor, may sue in assumpsit on the Bond obligation set forth in Paragraph "B" hereof, in his, their, or its name for his, their or its use and prosecute the same to final judgment for such sum or sums as may be jointly due him, them or it and have execution thereon; provided, however, that the COMMONWEALTH shall not be liable for the payment of any costs or expenses of such suit.

It is further agreed that in case of default in, or any action arising out of, rights and liabilities secured by this obligation, any party hereto or any person claiming by or through such party, may use for the purposes of establishing his, its or their claim, a copy of this obligation certified to be correct by the Contracting Officer of the Department of Conservation and Natural Resources and the action or actions, if any, arising on the within bonds, shall not be a bar to any subsequent action that may arise through any liability incurred in any other section herein and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed these bonds under seal the day and year above written.

ATTEST:

ESHENAURS FUELS, INC.

W. Michael Peiffer

Secretary/~~Treasurer~~
(cross one out)

W. Michael Peiffer

Typed/Printed Name

W. Craig Eshenaur (SEAL)

President/~~Vice President~~
(cross one out)

W. Craig Eshenaur

Typed/Printed Name

~~ATTEST~~ WITNESS:

HUDSON INSURANCE COMPANY

Surety Company

K.L. Miller

K.L. Miller

Typed/Printed Name

Douglas Stago *

~~President~~ Attorney-in-Fact

Douglas Stago

Typed/Printed Name

Pennsylvania address of Bonding Company's representative to be used for contract correspondence purposes:

4217 Steubenville Pike

P.O. Box 44110

Pittsburgh, PA 15205-9931



Registration Number
PA Insurance Department

***Must be signed or countersigned by a PA Resident Agent registered with the PA Insurance Department for Surety named on the Bonds.**

Approved as to legality and form

PRE-APPROVED
Office of Attorney General

Chief/Assistant Counsel
Department of Conservation and
Natural Resources

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 300 First Stamford Place, Stamford, Connecticut, 06902, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Douglas Stago, Tammy Hoover, Karen Miller
and Douglas Stago, Jr., (each), all of the Commonwealth of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at Stamford in the State of Connecticut, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Five Million Dollars (\$5,000,000).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

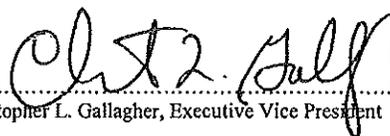
In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 17th day of August, 2007 at Stamford, Connecticut.

(Corporate seal)

Attest.....
Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY

By.....
Christopher L. Gallagher, Executive Vice President

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD. SS.

On the 17th day of August, 2007 before me personally came Christopher L. Gallagher to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)




Notary Public of Connecticut
My Commission Expires February 28, 2010

CERTIFICATION

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

The undersigned Peter H. Lovell hereby certifies:

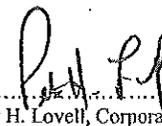
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

Witness the hand of the undersigned and the seal of said Company this 8th day of November, 20 07.

(Corporate seal)

By.....
Peter H. Lovell, Corporate Secretary