

AGREEMENT

Public Improvements

34251

THIS AGREEMENT is made and entered into, in duplicate, as of this 21<sup>st</sup> day of January 2016, 2015, pursuant to all applicable provisions of Chapter 21.47 of the Long Beach Municipal Code, and by and

BETWEEN

CITY OF LONG BEACH, a municipal corporation, organized under the laws of the State of California, hereinafter designated as the "CITY"

AND

LONG BEACH & 21<sup>ST</sup> L.P, a California limited partnership, hereinafter designated as the "DEVELOPER"

WHEREAS, said DEVELOPER has undertaken to develop the real property commonly known as 2114 Long Beach Boulevard, in the City of Long Beach, County of Los Angeles, State of California, described as being portions of Lots 22, 24, 26, 28, 30, 32, 34, 36 and 38 in block 1, of the Hawkeye Tract No. 2, as per map recorded in book 3 pages 26; in the City of Long Beach, County of Los Angeles, State of California, in the office of the County Recorder of said County.

WHEREAS, said DEVELOPER now desires to make and enter into a construction agreement with CITY.

NOW, THEREFORE, in consideration of the covenants, conditions and provisions herein contained, it is hereby mutually agreed as follows:

- (1) That said DEVELOPER shall, on or prior to the last day of December 2016, complete, to the satisfaction of the City Engineer of CITY, all improvements work required by CITY, in accordance with construction plans approved by CITY and in compliance with Chapter 21.47 of the Long Beach Municipal Code, which

improvements work together with the estimated cost is set forth more particularly on Exhibit A, attached hereto and made a part hereof by this reference.

(2) **DEVELOPER** shall prosecute the improvements work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with **CITY** forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the work specified in this Agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of **DEVELOPER**, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless **CITY** and the officers and employees thereof from all loss, liability or claim arising directly or indirectly out of the negligent or intentional acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to **CITY** a good and sufficient surety bond or bonds, or file with **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the improvement work described in Exhibit A attached hereto for the faithful performance of the terms and conditions of this Agreement, and in addition, for labor and materials in the amount not less than 50 percent of the said estimated cost of the improvement work to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4

of Division 3 of the Civil Code of the State of California. If the security posted by **DEVELOPER** is a surety bond or bonds and the surety on any of said bonds, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within Ten (10) days after receiving notice that said surety or sureties are insufficient. If the security posted by **DEVELOPER** is an Instrument of Credit and the credit, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each Instrument of Credit within Ten (10) days after receiving notice that said credit is insufficient.

(5) All applicable provisions of Chapter 21.47 of the Long Beach Municipal Code are hereby incorporated herein and made a part hereof.

(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this Agreement, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, such extension of time may be granted, from time to time, by **CITY**, either at **CITY'S** own election, or upon request of **DEVELOPER**, and such extensions shall in no way affect the validity of this Agreement, release the surety or sureties on said bonds, or release the bank on the Instrument of Credit. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds or Instrument of Credit in full force and effect during the term of this Agreement, including any extensions of time as may be granted from time to time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a municipal corporation

January 21, ~~2015~~  
2016

BY: [Signature]  
CITY MANAGER

Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

JUNE 12, 2015

BY: [Signature]  
DEVELOPER

KASEY BURICE  
VICE PRESIDENT

JUNE 12, 2015

BY: [Signature]  
DEVELOPER

GEORGE RUSSO  
CFO

\_\_\_\_\_, 2015

BY: \_\_\_\_\_  
DEVELOPER

\_\_\_\_\_, 2015

BY: \_\_\_\_\_  
DEVELOPER

Approved as to form this 28<sup>th</sup> day of December, 2015.

CHARLES PARKIN, City Attorney

BY: [Signature]  
DEPUTY

BP  
Q:/L.B & 21st Agreement Public improvements.doc

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On 6-12-15 before me, Marian Kain, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared George Russo and Kasey Burke  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marian Kain  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

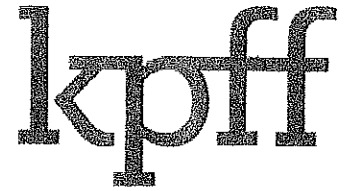
**Description of Attached Document**

Title or Type of Document: Agreement w/ 21st Document Date: 6-12-15  
Number of Pages: 4 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Long Beach 21st  
 2114 Long Beach Blvd.  
 Long Beach, CA 90806

Estimate By KPFF  
 2/12/2015

1161 LB & 21st  
 Alley Dedication

Existing Offsite Alley 2,704 SF  
 Contract Civil Scope Dedicated Area 1364 SF

Description	Quantity	Unit	Unit Price	Total
Demo and Haul Existing Alley Concrete Paving	2704	SF	\$8.50	\$22,984.00
Demo Existing Fence along alley	278	LF	\$6.00	\$1,668.00
Material, Delivery, and Installation of 6" CMB In Alley	4068	SF	\$1.40	\$5,695.20
Install 6" Concrete Pavement in Alley	4068	SF	\$8.50	\$34,578.00
Relocate Power Poles In Alley	3	EA	\$28,000.00	\$84,000.00

Subtotal: \$148,925.20

15% Contingency \$22,338.78

Total Construction \$171,263.98

(10%) One year Warranty: \$17,126.40

Total: \$188,390.00

Faithful Performance Segment \$188,390.00

Labor and Materials \$85,632.00



\*Unit costs obtained using City of Los Angeles B-Permit estimates.

Public Improvements

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City of Long Beach and **LONG BEACH & 21<sup>ST</sup> L.P.**, a California limited partnership, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated January 21, 2016, ~~2015~~, and commonly known as 2114 Long Beach Boulevard is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the **PRINCIPAL** and Philadelphia Indemnity Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Pennsylvania, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "**City**," in the penal sum of One hundred eighty-eight thousand, Three hundred ninety dollars, (\$188,390.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning,

shall indemnify and save harmless the City, its officers, agents and employees, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

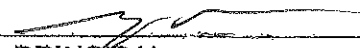
As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated this 21st day of May, 2015.

Long Beach & 21st L.P.

BY:   
PRINCIPAL, VICE PRESIDENT

BY:   
PRINCIPAL, CFO

Philadelphia Indemnity Insurance Company


BY:   
SURETY  
R.E. Gail, Attorney in Fact



Approved as to form this 28<sup>th</sup> day of December, 2015.


CHARLES PARKIN, City Attorney

BY:

  
DEPUTY

Approved as to sufficiency this \_\_\_\_\_ day of January, 2015<sup>16</sup>.

BY:

  
DIRECTOR OF PUBLIC WORKS

BP:bp  
LB & 21st Public Improvements Performance.doc

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino )

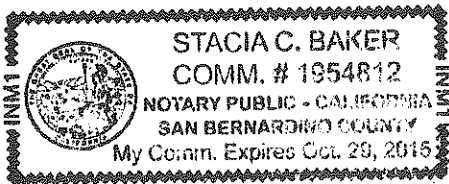
On MAY 21 2015 before me, Stacia C. Baker, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared R.E. Gail  
*Name(s) of Signer(s)*  
N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Stacia C. Baker  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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**CIVIL CODE § 1189**

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State of California )

County of Los Angeles )

On May 28 2015 before me, Marian Kain, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kasey Burke and George Russo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marian Kain  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: Bond for Faithful Performance Document Date: 5-21-15

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint R.E. Gail, of Sierra Summit Surety Insurance Services, Inc. | its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00 |

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

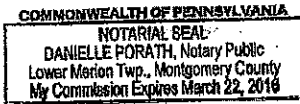
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of MAY 21 2015 | |

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



BOND FOR LABOR AND MATERIALS

WHEREAS, the City of Long Beach and **LONG BEACH & 21<sup>ST</sup> L.P.**, a California limited partnership, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated January 21, 2016, ~~2015~~, and commonly known as 2114 Long Beach Boulevard is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Long Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said **PRINCIPAL** and Philadelphia Indemnity Insurance Company as Surety, a corporation organized and existing under the laws of the State of Pennsylvania, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "**City**," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of Eighty-five thousand, Six hundred thirty-two dollars, (\$85,632.00) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in


all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agency and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

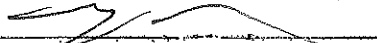
As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 21st day of May, 2015.

Long Beach & 21st D.P.

BY:   
PRINCIPAL, VICE PRESIDENT

BY:   
PRINCIPAL, CPO

Philadelphia Indemnity Insurance Company

BY:   
SURETY  
R.E. Gail, Attorney in Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )

County of Los Angeles )

On May 28 2015 before me, Marian Kain, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kasuy Burke and George Russo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marian Kain  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bond for Labor & Materials Document Date: 5-21-15

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
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- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Approved as to form this 28<sup>th</sup> day of December, 2015.

CHARLES PARKIN, City Attorney

BY: [Signature]

DEPUTY

Approved as to sufficiency this 21 day of January, 2015<sup>6</sup>

BY: [Signature]

DIRECTOR OF PUBLIC WORKS

BM:bp  
L.B & 21st Public Improvements L&M.doc



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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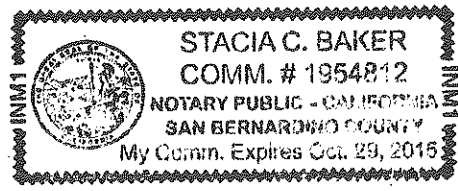
On MAY 21 2015 before me, Stacia C. Baker, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared R.E. Gail  
Name(s) of Signer(s)  
N/A

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Stacia C. Baker  
Signature of Notary Public



Place Notary Seal Above

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Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
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 Partner —  Limited  General  
 Individual  Attorney in Fact  
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 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint R.E. Gail, of Sierra Summit Surety Insurance Services, Inc. | its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00 |

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

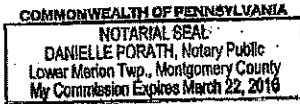
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of MAY 21 2015

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

