

PUBLIC WALKWAYS OCCUPANCY PERMIT

1 This Public Walkways Occupancy Permit ("Permit") is granted this 2nd day
2 of October, 2014, pursuant to minute order adopted by the City Council of
3 the City of Long Beach at its meeting held on June 10, 2014, to NAPLES RESTAURANT
4 GROUP, LLC, a California limited liability company ("Permittee"), whose address is 110
5 W. Ocean Blvd., Suite 810, Long Beach, CA 90802, as the operator of Boathouse on the
6 Bay and lessee of premises at 190 Marina Drive, Long Beach, California.
7

8 Permission is granted to Permittee to occupy the public right-of-way with
9 the following obstructions: low barrier, natural gas fire pit, concrete pad, chairs and tables
10 at 190 Marina Drive, Long Beach, California. Dimensions and location of the area to be
11 occupied are as shown on Exhibit "A", incorporated by reference and made a part of this
12 Permit; provided that all obstructions are placed only within the permit area shown on
13 Exhibit "A".

14 This Permit is granted with reference to the following facts:

- 15 1. Permittee proposes to occupy the public right-of-way as shown on
16 Exhibit "A"; and
- 17 2. The proposed occupancy will not now or at any time interfere with
18 continued public use of the public street right-of-way; and
- 19 3. That there is no present or foreseeable conflicting public need for the
20 proposed use of the public street right-of-way area and its temporary withdrawal from
21 public use will not be injurious or detrimental to the public; and
- 22 4. That this use of a portion of the public street right-of-way is
23 consistent with proper and lawful street uses and the use is approved; and
- 24 5. The City Engineer has determined that this use is in compliance with
25 Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the
26 public rights-of-way.

27 The use of the public street right-of-way is granted upon and subject to the
28 following terms and conditions:

1 1. The minimum width of the public walkway shall be ten (10) feet, or as
2 otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach
3 Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed
4 area of public walkway.

5 2. The obstruction shall abut the property and not be located in a
6 manner which interferes with the flow of pedestrian or other traffic.

7 3. The maximum height of any such obstruction shall be six (6) feet and
8 all such obstructions shall be entirely portable, except as specifically authorized by the
9 City Engineer.

10 4. This Permit may be immediately suspended for a designated time
11 period at any time in the event that, in the discretion of the City Council or City Manager,
12 such obstruction would interfere with street improvement activities, construction activities,
13 cleaning efforts or other similar activities. This Permit may be immediately suspended
14 indefinitely in the event that the California Coastal Commission directs the City to
15 suspend this Permit or otherwise adopts rules and/or regulations which would prohibit
16 Permittee's continued use of the public right-of-way.

17 5. The obstruction shall be kept in a good state of repair and in a safe,
18 sanitary, and attractive condition.

19 6. Such obstruction may not be located within twenty (20) feet from an
20 intersection (measured to the prolongation of the near curb of the intersecting street) or
21 within ten (10) feet from a driveway or alley (measured to the near end of the fully
22 depressed portion of an apron-type driveway or to the prolongation of the near curb of the
23 driveway) unless otherwise approved by the City Council pursuant to the considerations
24 specified in Chapter 14.14 of the Long Beach Municipal Code.

25 7. The public street right-of-way shall be used by Permittee only for the
26 obstruction described above and in the area shown on Exhibit "A".

27 8. The area in front of the entrance to the business shall not be
28 obstructed by barricades, chairs, tables or other furniture.

1 9. The Permittee shall place all obstructions, and any accessories or
2 equipment located within a dining or entertainment area, in strict accordance with Fire
3 Department and Health and Human Services Department standards and contained within
4 Chapter 14.14 of the City of Long Beach Municipal Code.

5 10. No surface improvements, included but not limited to special paving
6 surfaces, may be removed or altered by the Permittee unless approved in advance in
7 writing by the City Engineer.

8 11. The Permittee shall not allow cleaning chemicals, or other foreign
9 matter to flow into the parkway tree well, and shall otherwise protect the health of
10 adjacent street trees, and shall likewise prevent the discharge of litter, cleaning chemicals
11 and all other foreign matter to the storm drain system.

12 12. The Permittee shall protect any parkway trees in the immediate
13 vicinity of the permit area from damage due to the Permittee's cleaning or other activities
14 on the public walkway. The Permittee shall not interfere with City's access to parkway
15 trees for maintenance purposes. Any special maintenance of the parkway trees is the
16 responsibility of the Permittee and must be performed by a qualified landscape contractor
17 acting under a permit from City's Street Landscaping Division. City shall not be held
18 financially responsible for damage to Permittee's sidewalk furniture or awnings occurring
19 in the course of regular street tree maintenance.

20 13. Upon any termination of this Permit, whether by revocation or
21 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole
22 discretion of the City Engineer and shall otherwise restore the public street right-of-way to
23 a condition substantially the same as existed immediately prior to the occupancy
24 provided for by this Permit. Should Permittee fail or refuse to remove the obstructions,
25 City may do so and, in such event, the security deposit paid by Permittee shall be applied
26 to City's costs. Permittee shall reimburse City for any costs in excess of the security
27 deposit. In the event of removal by City of all or any portion of the obstructions, City shall
28 not be liable for any damage to or loss of any property of Permittee.

1 14. The following additional conditions shall apply to public walkway
2 occupancy permits for dining or entertainment areas:

3 A. Any dining or entertainment area shall be defined by
4 placement of sturdy fencing or other suitable barriers, not to exceed seventy-eight (78)
5 inches in height, as approved by the City Engineer. Such barriers may only be affixed to
6 public property with the prior approval of the City Engineer.

7 B. All accessories to dining or entertainment uses such as plants
8 or planter boxes, umbrellas, podiums, menu boards, musical equipment and heaters may
9 not exceed those enumerated on Exhibit "A", and must be located inside the barrier, as
10 shown on Exhibit "A".

11 C. All dining and entertainment which takes place on the public
12 right-of-way shall conform to the requirements of Chapter 8.80 of the Long Beach
13 Municipal Code regarding noise. Complaints regarding noise shall be logged by city staff
14 and may be the basis for suspension, cancellation, or non-renewal of a permit.

15 D. The Permittee shall be responsible for cleaning the public
16 walkway occupied by a dining or entertainment area.

17 15. Upon expiration, a new permit must be obtained on the basis of a
18 new application and payment of a new fee and any security deposit amount due.
19 Renewal of the permit is not automatic and there is no right or entitlement to any use of
20 the public right-of-way. Security deposits may be adjusted from year to year based on
21 permit compliance and enforcement cost history. This Permit shall never be construed
22 as the grant by City of any right to permanently use or occupy all or any portion of the
23 public right-of-way; nor shall it ever be construed as a waiver on the part of City, or as an
24 estoppel against it, which would in any manner whatsoever bar or limit, or otherwise
25 prejudice, its right to at any time whatsoever require a discontinuance of the use or
26 occupancy of all or any part of the public street right-of-way, the removal therefrom of all
27 or any obstructions erected or maintained under this Permit and the restoration of such
28 public street right-of-way to a clean condition, all at the sole cost and expense of

1 Permittee.

2 16. Notices of violation of any of the terms and conditions of this permit
3 may be issued by the City of Long Beach. The enforcement process is set forth on
4 Exhibit "B", attached hereto, and made a part of this permit. Notwithstanding the above,
5 City may revoke this Permit at any time by giving thirty (30) days written notice to
6 Permittee or cancel the permit for noncompliance with its terms. Such notice shall be
7 signed by the City Manager, postage pre-paid, and addressed to Permittee at its address
8 provided above.

9 17. Permittee accepts this public right-of-way in its present condition and
10 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses
11 made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.
12 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep
13 City, its officers, agents, and employees free and harmless from and against any and all
14 liability as well as from and against any and all loss, claims, demands, damages,
15 expenses and costs of whatsoever nature arising out of or in any manner resulting,
16 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the
17 public street right-of-way, including liability, claims or damages to or as a result of any
18 structures or fixtures on the public street right-of-way or appurtenances to it.

19 18. In partial performance of this obligation, Permittee shall obtain and
20 keep in full force and effect such public liability insurance and property damage insurance
21 as required by the Long Beach Municipal Code.

22 19. Nothing in this Permit shall be construed to excuse compliance by
23 Permittee with any and all of the laws and ordinances of City and State; neither shall this
24 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or
25 licenses as are required to conduct specific activities within the area, including but not
26 limited to entertainment or the sale, service or consumption of alcoholic beverages.

27 20. The terms of this permit shall be enforced by the procedure set forth
28 on Exhibit "B", attached and made a part of this permit.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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21. In case suit shall be brought for the recovery of possession of all or any portion of the public right-of-way or because of the breach of any covenant contained in this Permit to be kept and performed on the part of Permittee, Permittee shall pay to City reasonable attorneys' fees which shall be fixed by the court.

22. Permittee shall not assign this Permit, or any interest in it, nor shall this Permit, or any interest in it, be subject to transfer or assignment by order of any court. Any such transfer or assignment shall not create any right whatsoever in the transferee or assignees and shall entitle the City Manager, at his discretion, to terminate this Permit.

The acceptance of this Permit by Permittee shall be endorsed on this Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Permit and an agreement to abide and comply with it. Permittee further acknowledges that Permittee is aware of the requirements of Long Beach Municipal Code Chapter 14.14, and that Permittee shall conduct all activities hereunder in compliance with such chapter.

NAPLES RESTAURANT GROUP, LLC, a California limited liability company

AVG 2014, 2014

By DAVID COPPEY
Name [Signature]
Title MANAGING MEMBER

AVG 2014, 2014

By [Signature]
Name RUIZ JOHNSON
Title MANAGING MEMBER

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

October 2, 2014

By [Signature] EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

"CITY"

//

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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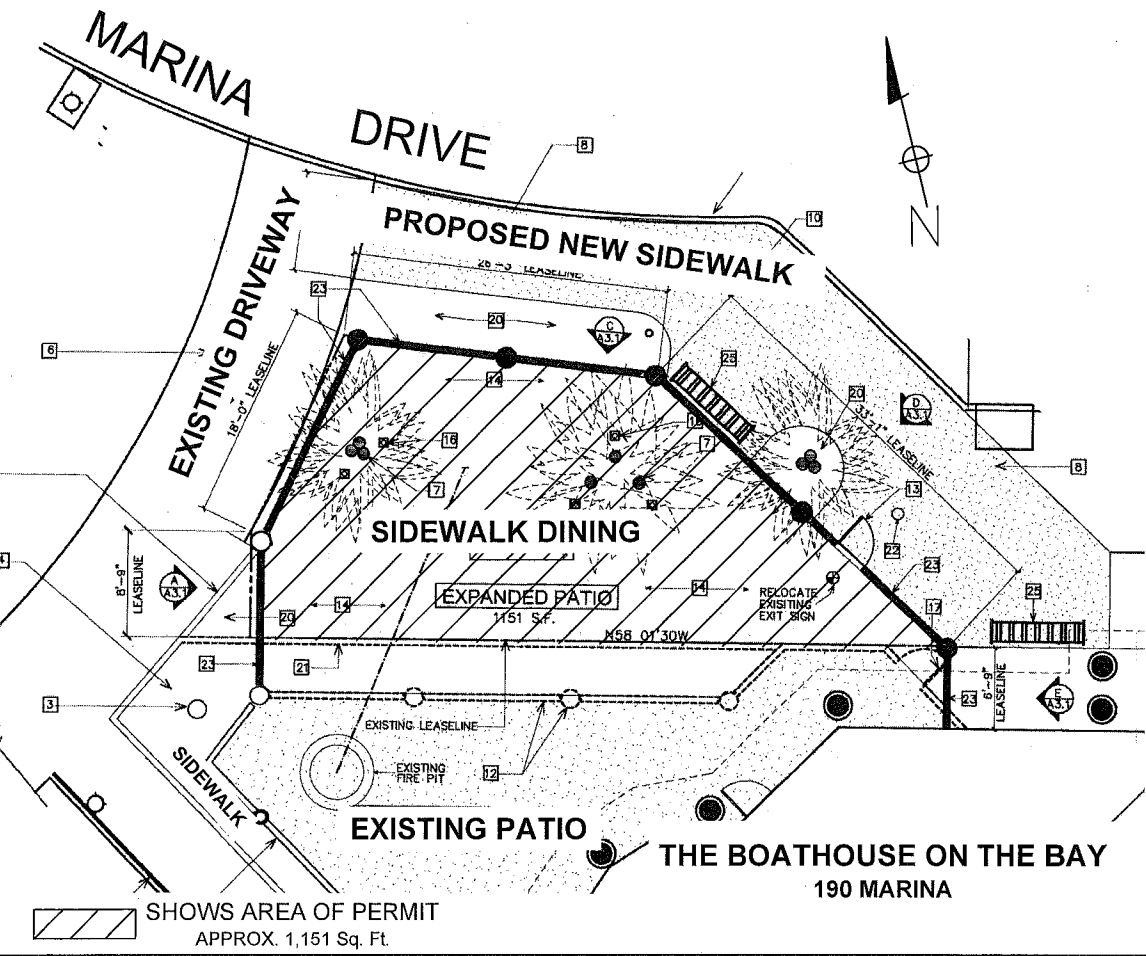
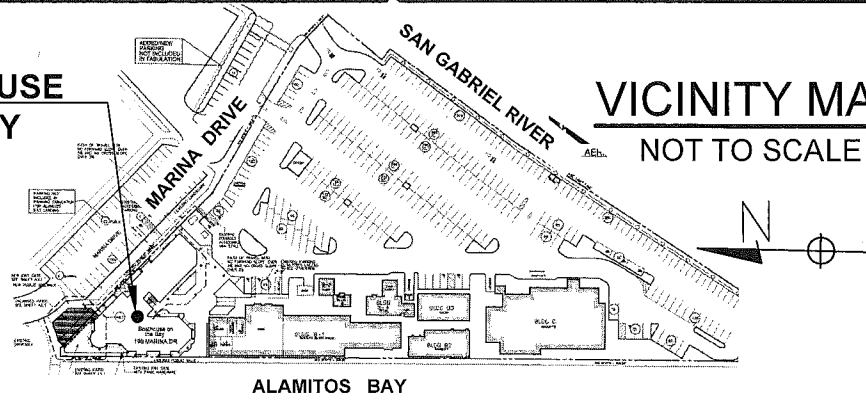
Approved as to form this 10 day of September, 2014.

CHARLES PARKIN, City Attorney

By  _____
Deputy City Attorney

**THE BOATHOUSE
ON THE BAY**

**VICINITY MAP
NOT TO SCALE**



CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

PUBLIC WALKWAYS OCCUPANCY

PERMIT

McKenna's

THE BOATHOUSE ON THE BAY
190 MARINA DRIVE

List of Approved Furnishings and Accessories
(Attachment to Public Walkways Occupancy Permit for Sidewalk Dining Purposes)

Restaurant: The Bonthouse on the Bay Permittee: Naples Restaurant Group, LLC
Address: 190 N. Marine Dr. LBCA 90803 Telephone: 302-493-1100

Tables number: 20

Chairs number: 78

Umbrella(s) height & number: _____

Heater(s) height & number: _____

Menu board
note: maximum height of 5 ft 6 in, maximum width of 2 ft & none permitted in the coastal zone

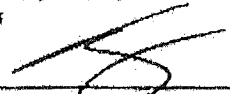
Waiter station size: _____

Planters for trees or other greenscaping describe: _____

Other: _____

We intend to make occasional use of the permit area for live or recorded entertainment (Note: A separate entertainment permit is required).

- The following are prohibited:
- canopies (ground supported)
 - television monitors

Permittee signature:  Date: 5-30-14

Print name here: ERIC JOHNSON

This list of furnishings and accessories is effective only when attached to a completed Public Walkways Occupancy Permit.

EXHIBIT "B"

**PUBLIC WALKWAYS OCCUPANCY PERMITS
ENFORCEMENT PROCESS**

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1. Letter of information sent to Permittee regarding Long Beach Municipal Code requirements and requested to correct an observed violation of permit conditions.
 - If not remedied in ten (10) working days, send official Notice of Violation.
2. Notice of Violation
 - Indicates that Permittee can be found in default for failure to comply with permit conditions per Long Beach Municipal Code Section 14.14.090.
 - Notes that uncorrected violations will be reported to the City Council at the next permit application.
 - Alerts Permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.
 - If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.
 - Copies of Notice of Violation to be sent to the City Manager.
3. Second Notice of Violation
 - Inform Permittee that "On (date 10 working days hence) you will receive a Notice of Default if permit violations not corrected."
 - If permit violations not corrected within ten (10) working days, send Notice of Default by certified mail.
 - Copies of Second Notice of Violation to be sent to the City Manager.
4. Notice of Default by Department of Public Work
 - Provides Permittee ten (10) working days to remedy violation.
 - "If Permittee fails or refuses to remedy the default within the time specified, the right of the Permittee to use the public walkway shall cease and City shall have the right to remove the public walkway obstruction at Permittee's expense" (LBMC 14.14.090).
 - If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.
 - Second ABC notice of permit status upon actual default.
 - City Manager informed when final default occurs.
5. City pick-up of obstructions at Permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.
6. Prior to New Permit Issuance
 - Payment of new permit processing fee and security deposit.
 - Payment of any fees, damages, or City costs assessed for prior code enforcement actions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--------------------------------------|---------------|
| PRODUCER HMBD Insurance Services, Inc. 3633 East Broadway Long Beach CA 90803-6035 | CONTACT NAME: Christie Wong PHONE (A/C No. Ext): (562) 439-9731 E-MAIL ADDRESS: chrwon@hmbd.com | FAX (A/C No.): (562) 439-4453 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Naples Restaurant Group, LLC, DBA: The Boathouse on the Bay 190 Marina Drive Long Beach CA 90803 | INSURER A: Allied Insurance | | |
| | INSURER B: Employers Compensation Ins Co | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES CERTIFICATE NUMBER: 14-15 GL, WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | ACP3006489689 | 1/7/2014 | 1/7/2015 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | EIG2062763 | 1/22/2014 | 1/22/2015 | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Property Coverages | | ACP3006489689 | 1/7/2014 | 1/7/2015 | BUILDING \$1,379,700 |
| | Sp. Form, RC, \$5,000 Ded. | | | | | BUSINESS PERSONAL PROP \$827,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Long Beach, its officials, employees and agents are an additional insured per attached.

APPROVED AS TO FORM

6/12, 2014
CHARLES PARKIN, City Attorney

CERTIFICATE HOLDER LINDA T. VO **CANCELLATION**

| | |
|--|--|
| LINDA T. VO DEPUTY CITY ATTORNEY City of Long Beach Office of the City Engineer Attn: Bill Pittman 333 W. Ocean Blvd., 10th Floor Long Beach, CA 90802 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert Senske/GOWENS <i>Robert Senske</i> |
|--|--|

6/12/20 14
CHARLES PARKIN, City Attorney



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10th Floor • Long Beach, California 90802 • (562) 570-8975 FAX (562) 570-5176

General Liability Endorsement – Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

A. GENERAL LIABILITY POLICY INFORMATION

- DATE: 4-10-14
- Insurance Company AMED Insurance Company
 - Policy No. ACP BPF 3000489 Policy Term (from) 1/7/14 (to) 1/7/15
 - Endorsement effective date 5/29/14 Endorsement expiration date 1/7/15
 - Name of Insured Naples Restaurant Group, LLC
 - Address of Named Insured 110 W. Ocean Blvd Ste 810, Long Beach, CA 90802
 - Address of Permitted Operations 190 N. Marina Dr., Long Beach, CA 90803-4601
 - Deductible or Self-insured Retention (nil unless otherwise specified) \$ _____
 - Policy Limits: Occurrence \$ 2,000,000 General Aggregate: \$ 4,000,000
 - Policy Form equivalent to: CG 00 01 CG 00 02 _____ GL 00 02 _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CANCELLATION NOTICE:** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: Ginger Gowens, Claims Coordinator, HMBD, Inc.
(Name) (Title) (Company)
 ADDRESS: 3633 E. Broadway, Long Beach, CA 90803
 TELEPHONE: (562) 439-9731 FAX: (562) 439-4453

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) ROBERT W SENSKE, warrant that I have authority to bind the insurance company listed above (Item A.1) and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) Robert W Senske DATE MAY 28 2014

TITLE: BROKER ORGANIZATION: HMBD, INC

ADDRESS 3633 E. BROADWAY LONG BEACH CA 90803

TELEPHONE: (562) 439-9731 FAX NO. (562) 439-4453