

**AGREEMENT**  
**30669**

THIS AGREEMENT is made and entered into, in duplicate, as of this  
2<sup>nd</sup> day of May, 2008, pursuant to Title 20.40 of the 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

Gateway & 4<sup>th</sup>, LLC, hereinafter designated as  
the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property  
designated as 328 - 350 Long Beach Boulevard, Tract Map Number 63261, in the City of  
Long Beach, County of Los Angeles, State of California, described as being a final plot.  
Being a subdivision of portions of Lots 2, 4, 6, 8, 10, 12, 14 and 16, Block 78 of the  
Townsite of Long Beach, as per recorded in book 19, pages 91 through 96 of  
miscellaneous records of the County of Los Angeles.

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  
2009, complete, to the satisfaction of the City Engineer of **CITY**, all of the improvement  
work required by Title 20 of the Municipal Code of **CITY**, which improvement 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 improvement 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 improvement 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 Title 20 of the Municipal Code of the **CITY**, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California 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.

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

CITY OF LONG BEACH, a Municipal Corporation

May 2, 2008

BY: [Signature] - Assistant City Manager  
CITY MANAGER

April 8, 2008

BY: [Signature]  
DEVELOPER

4/8, 2008

BY: [Signature]  
DEVELOPER

\_\_\_\_\_, 200\_

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

\_\_\_\_\_, 200\_

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

Approved as to form this 21<sup>st</sup> day of April, 2008

ROBERT E. SHANNON, City Attorney

BY: [Signature]  
DEPUTY

RM:bp  
P:/PD/Sub/Agreement form 12\_b\_TM 63261



Irvine  
 San Diego  
 Inland Empire  
 Palm Springs

Project: Gateway on 4th  
 Prepared By: Fuscoe Engineering

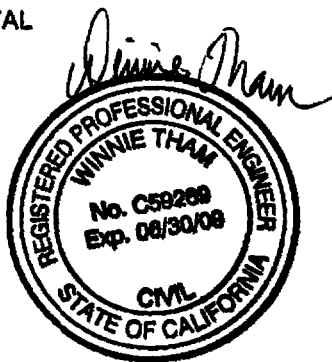
Owner: Intracorp  
 Date: April 4, 2008

EXHIBIT "A"  
 Page 1 of 1

**COST ESTIMATE**  
 for  
**Improvements required in connection with remaining work items**

Descriptions	Quantity	Unit	Unit Cost	Total
Construct 12" square concrete pavers	2,570	sf	\$ 4.00	\$ 10,280.00
Construct cast iron tree grate	15	ea	\$ 150.00	\$ 2,250.00
Construct slot paving	160	lf	\$ 5.00	\$ 800.00
Adjust to grade item noted	1	ea	\$ 150.00	\$ 150.00
Construct alley intersection	540	sf	\$ 15.00	\$ 8,100.00
Construct 6" thick pcc pavement	5,800	sf	\$ 20.00	\$ 116,000.00
Construct expansion joint	75	lf	\$ 3.00	\$ 225.00
Construct 6" pcc curb and gutter	160	lf	\$ 20.00	\$ 3,200.00
Remove and relocate pull box	1	ea	\$ 75.00	\$ 75.00
Construct Caltrans pullbox	1	ea	\$ 500.00	\$ 500.00
Construct 6" pcc curb	16	lf	\$ 12.00	\$ 192.00
Construct 8" pvc storm drain	0	lf	\$ 45.00	\$ -
Construct pipe bedding	0	lf	\$ 5.00	\$ -
Connect to existing catch basin	0	ea	\$ 250.00	\$ -
Construct 8" flapper check valve	0	ea	\$ 3,200.00	\$ -

CONSTRUCTION COST:	\$ 141,772.00
20% Construction Contingency	\$ 28,354.00
<b>TOTAL CONSTRUCTION COST:</b>	<b>\$ 170,126.00</b>
Guarantee and Warranty of Work for One Year Following Acceptance	\$ 17,013.00
Faithful Performance Segment	\$ 187,139.00
Labor and Materials Segment	\$ 93,570.00
<b>TOTAL</b>	<b>\$ 280,709.00</b>



*full circle thinking*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of orange } ss.

On April 8, 2008 before me, Katie Fromkes, Notary public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared Patrick B. Patterson and Pete Allen  
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Katie Fromkes  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



**BOND FOR FAITHFUL PERFORMANCE**

WHEREAS, the City of Long Beach and Gateway & 4<sup>th</sup>, LLC, a California Limited Liability Company, hereinafter designated as "PRINCIPAL", have entered into an agreement whereby PRINCIPAL agrees to install and complete certain designated public improvements which said agreement, dated                     May 2                    , 2008, and identified as Tract Map No. 63261 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 Insurance Company of the West, as Surety, a corporation organized and existing under the laws of the State of California, 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-seven thousand One hundred Thirty-nine (\$187,139.00) 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

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 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. 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 8th day of April, 2008.

Gateway & 4th, LLC

BY:  \_\_\_\_\_  
PRINCIPAL

BY: N/A \_\_\_\_\_  
PRINCIPAL

Insurance Company of the West

BY:  \_\_\_\_\_  
SURETY Julie M. Glover  
Attorney-in-Fact

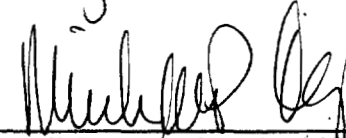


Approved as to form this 21<sup>st</sup> day of April, 2008

ROBERT E. SHANNON, City Attorney

BY:   
DEPUTY

Approved as to sufficiency this 20<sup>th</sup> day of May, 2008

BY:   
DIRECTOR OF PUBLIC WORKS

BM:bp  
Sub-13\_TM 63261

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of orange } ss.

On April 8, 2008 before me, Katie Fromkes, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Peter Lavener  
Name(s) of Signer(s)

personally known to me  
 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.



WITNESS my hand and official seal.

Katie Fromkes  
Signature of Notary Public

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

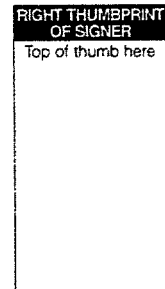
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of ~~California~~ Washington

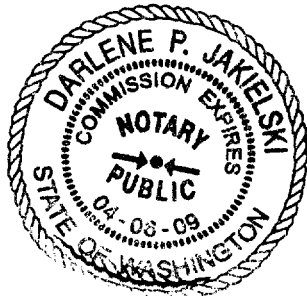
County of King

} ss.

On April 8, 2008, before me, Darlene P. Jakielski, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Julie M. Glover  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



Place Notary Seal Above

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.

WITNESS my hand and official seal.

*Darlene P. Jakielski*  
Signature of Notary Public

Darlene P. Jakielski

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- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**Explorer Insurance Company      Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

STEVEN K. BUSH, M.J. COTTON, S.M. SCOTT, NANCY J. OSBORNE, DARLENE JAKIELSKI  
JULIE M. GLOVER, JIM W. DOYLE, MICHAEL A. MURPHY, JIM S. KUICH, CHAD M. EPPLE  
BRANDON K. BUSH, ANDY D. PRILL, THERESA A. LAMB, STEVEN M. WAGNER

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



**INSURANCE COMPANY OF THE WEST**  
**EXPLORER INSURANCE COMPANY**  
**INDEPENDENCE CASUALTY AND SURETY COMPANY**

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne, Senior Vice President

State of California }  
County of San Diego } ss.

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, 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 they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons 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.



Mary Cobb, Notary Public

**RESOLUTIONS**

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 8th day of April, 2008.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**BOND FOR LABOR AND MATERIALS**

WHEREAS, the City of Long Beach and Gateway & 4<sup>th</sup>, LLC, a California Limited Liability Company, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated                     May 2                    , 2008, and identified as Tract Map No. 63261 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                     Insurance Company  
of the West                    , as Surety, a corporation organized and existing under the laws of the State of                     California                    , 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 Ninety-three thousand Five hundred Seventy dollars (\$93,570.00) 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, 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, and shall indemnify and save harmless 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 City in success fully 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 8th day of April, 2008.


BY: Gateway & 4th LLC  
  
PRINCIPAL

BY: N/A  
PRINCIPAL

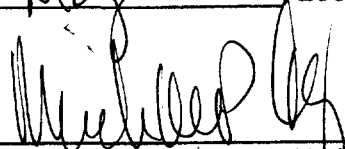
BY: Insurance Company of the West  
  
SURETY Julie M. Glover  
Attorney-in-Fact

Approved as to form this 21<sup>st</sup> day of April, 2008.

ROBERT E. SHANNON, City Attorney

BY:   
DEPUTY

Approved as to sufficiency this 20<sup>th</sup> day of May, 2008.

BY:   
DIRECTOR OF PUBLIC WORKS

BM:bp  
Sub-14B\_TM 63261

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

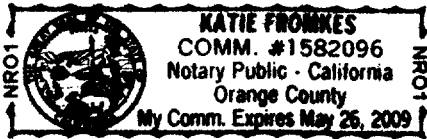
State of California  
County of Orange } ss.

On April 8, 2008, before me, Katie Fromkes, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Peter Lavener  
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Katie Fromkes  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

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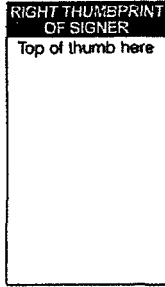
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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





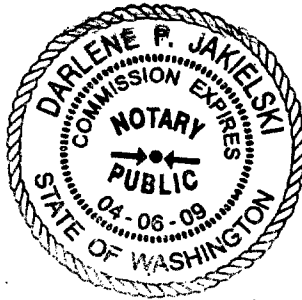
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of ~~California~~ Washington }  
County of King } ss.

On April 8, 2008, before me, Darlene P. Jakielski, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Julie M. Glover  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



Place Notary Seal Above

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.

WITNESS my hand and official seal.

*Darlene P. Jakielski*  
Signature of Notary Public  
Darlene P. Jakielski

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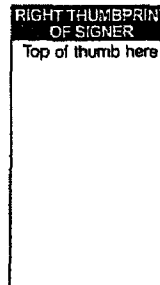
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- Attorney in Fact
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- Guardian or Conservator
- Other: \_\_\_\_\_

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



ICW GROUP  
Power of Attorney  
Insurance Company of the West  
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

STEVEN K. BUSH, M.J. COTTON, S.M. SCOTT, NANCY J. OSBORNE, DARLENE JAKIELSKI  
JULIE M. GLOVER, JIM W. DOYLE, MICHAEL A. MURPHY, JIM S. KUICH, CHAD M. EPPL  
BRANDON K. BUSH, ANDY D. PRILL, THERESA A. LAMB, STEVEN M. WAGNER

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.



INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

*Jeffrey D. Sweeney*

*J. Douglas Browne*

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne, Senior Vice President

State of California }  
County of San Diego } ss.

On January 2, 2008, before me, Mary Cobb, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, 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 they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons 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.



*Mary Cobb*

Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 8th day of April, 2008.

*Jeffrey D. Sweeney*

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.