

**AGREEMENT**  
**30699**

THIS AGREEMENT is made and entered into, in duplicate, as of this  
2<sup>nd</sup> day of June, 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

The Alamitos Ridge, LLC, hereinafter  
designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property  
designated as 2080 Obispo Avenue, Tract Map Number 52702, in the City of Long  
Beach, County of Los Angeles, State of California, described as being a final plot.  
Being a subdivision of portions Lots 13 and 14A of the Alamitos Tract, as per recorded  
in book 36, pages 37 to 44 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  
2008, 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.

CITY OF LONG BEACH, a Municipal Corporation

June 2, 2008

BY: *Suzey* Assistant City Manager  
CITY MANAGER

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

BY: *John B. Smith*  
DEVELOPER

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

BY: *Michael S. Bey*  
DEVELOPER

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

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

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

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

Approved as to form this 6<sup>th</sup> day of November 20007

ROBERT E. SHANNON, City Attorney

BY: *Karla Conway*  
DEPUTY

RM:bp  
P:/PD/Sub/Agreement form 12\_b\_TM 52702

# EXHIBIT A



## Development Resource Consultants, Inc.

Civil Engineering • Land Surveying • Land Planning

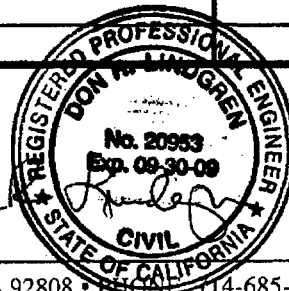
### Tract No. 52702 Public Street Improvements Engineers Estimate

Item	Quantity	Unit Cost	Cost
Sawcut 6" AC Pavement	900 LF	2.67	\$2,403
Remove 6" AC Pavement	180 CY	81.00	\$14,580
Remove Chain Link Fence	1520 LF	1.00	\$1,520
Remove Misc. Signs	1 EA	180.00	\$180
Remove Power Pole / Guy Pole	3 EA	1,000.00	\$3,000
Remove PCC Curb and Gutter	76 LF	5.00	\$380
Install 6" AC Pavement	917 TONS	70.00	\$64,190
Install 14" Crushed Aggregate Base	1081 CY	26.00	\$28,106
Construct 6" PCC Curb and 18" Gutter	1330 LF	36.50	\$48,545
Construct 8" PCC Cross Gutter	1340 SF	11.75	\$15,745
Install 3" Thick PCC Sidewalk	6314 SF	4.50	\$28,413
Construct 4" PCC Handicap Ramp	7 EA	3,625.00	\$25,375
Construct 6" PCC Curb	62 LF	8.00	\$496
Cold Plane 2" AC	576 SY	0.90	\$518
Provide 2" AC Overlay	576 SY	1.20	\$691
Construct 8" PCC Curb and 24" Gutter	30 LF	38.50	\$1,155
Construct 6" Curb Transition	38 LF	8.00	\$304
Construct 8" Curb Transition	13 LF	10.50	\$137
Signing	1 LS	10,010.00	\$10,010
Striping	1 LS	22,340.00	\$22,340
Install Street Light	11 EA	6,600.00	\$72,600
Underground Utilities	1750 LF	100.00	\$175,000
Install 24" Box Street Tree	51 EA	500.00	\$25,500
Install Groundcover	9440 SF	1.00	\$9,440
Install Irrigation	9440 SF	2.00	\$18,880
Install Signalization	1 EA	59,100.00	\$59,100
<b>Subtotal</b>			<b>\$628,608</b>
Contingencies			\$28,573
<b>Total Construction</b>			<b>\$657,181</b>
<b>One Year Warranty</b>			<b>\$65,718</b>
<b>Total</b>			<b>\$722,899</b>

Faithful Performance Segment  
Labor and Materials Segment

\$722,899.00  
\$361,449.50

*W. Lee*  
5/19/08



8175 E. KAISER BLVD. • ANAHEIM HILLS, CA 92808 • PHONE: 714-685-6860 • FAX: 714-685-6801

ANAHEIM HILLS    ONTARIO    LAS VEGAS    VALENCIA    LOS ANGELES    IRVINE    SALIDA



**BOND FOR FAITHFUL PERFORMANCE**

WHEREAS, the City of Long Beach and The Alamitos Ridge, 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 June 2<sup>nd</sup>, 2008, and identified as Tract Map No. 52702 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 Bond Safeguard Insurance Company as Surety, a corporation organized and existing under the laws of the State of Illinois, 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 Seven hundred Twenty-Two thousand Eight hundred Ninety-nine dollars (\$ 722,899.00) 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 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 16TH day of October, 2007

BY: Alan B. Smith  
PRINCIPAL

BY: Wesley B. [Signature]  
PRINCIPAL  
Bond Safeguard Insurance Company

BY: Natalie Caicedo Lopez  
SURETY  
Natalie Caicedo Lopez, Attorney-In-Fact



Approved as to form this 6<sup>th</sup> day of November, 2007.

ROBERT E. SHANNON, City Attorney

BY: *Karla Conway*  
DEPUTY

Approved as to sufficiency this 12<sup>th</sup> day of June, 2008.

BY: *Michael P. [Signature]*  
DIRECTOR OF PUBLIC WORKS

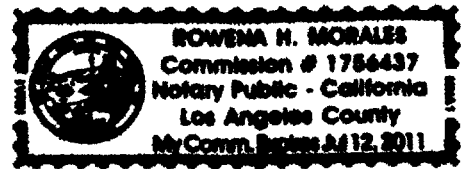
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Sub-13\_TM 52702

# ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On October 18, 2007 before me, Rowena H. Morales, Notary Public, personally appeared Jean B. Smith, personally known to me (~~or 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.



Signature \_\_\_\_\_

*Rowena Morales*

(NOTARY SEAL)

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: BOND FOR FAITHFUL PERFORMANCE – PUBLIC STREET IMPROVEMENTS

Number of Pages: 4 Date of Document \_\_\_\_\_

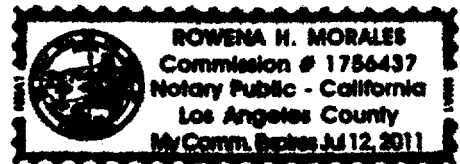
Signer(s) Other Than Named Above \_\_\_\_\_

# ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On October 22, 2007 before me, Rowena H. Morales, Notary Public, personally appeared Mark L. Bixby, personally known to me (~~or 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.



Signature *Rowena Morales*

(NOTARY SEAL)

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

STATE OF California

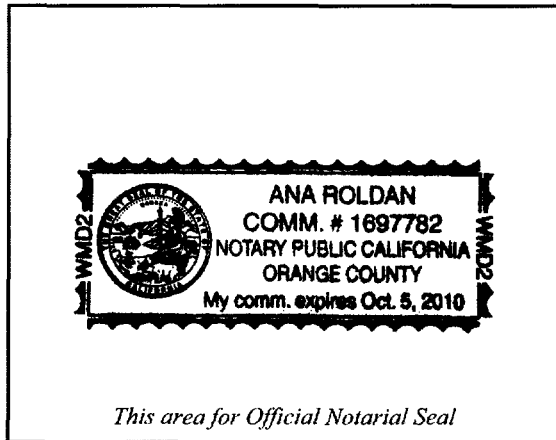
COUNTY OF Orange

On Oct. 16, 2007, before me, Ana Roldan, Notary Public,  
(here insert name and title of the officer), personally appeared Natalie Caicedo Lopez

personally known to me (or 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.

Signature Ana Roldan (SEAL)



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OF TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Bond Safeguard Insurance Company  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY AO 51308

# Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Keith E. Sandrock Sr., Natalie Caicedo Lopez, \*\*\*\*\*  
Patricia J. Sandrock \*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY   
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/09

Maureen K. Aye  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 16TH Day of October, 20 07



Donald D. Buchanan  
Secretary

BOND FOR LABOR AND MATERIALS

WHEREAS, the City of Long Beach and The Alamos Ridge, 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 June 2<sup>nd</sup>, 2008, and identified as Tract Map No. 52702 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.

Bond Safeguard Insurance Company

NOW, THEREFORE, said PRINCIPAL and \_\_\_\_\_, as Surety, a corporation organized and existing under the laws of the State of Illinois \_\_\_\_\_, 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 Three hundred Sixty-one thousand Four hundred Forty-nine dollars and Fifty cents (\$361,449.50) 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 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 16TH day of October, 2007

BY: Jean B Smith  
PRINCIPAL

BY: Manuel B  
PRINCIPAL

Bond Safeguard Insurance Company  
BY: Natalie Caicedo Lopez  
SURETY

Natalie Caicedo Lopez, Attorney-In-Fact

Approved as to form this 6<sup>th</sup> day of November, 2007.

ROBERT E. SHANNON, City Attorney

BY: *Rosa Conway*  
DEPUTY

Approved as to sufficiency this 12<sup>th</sup> day of June, 2008.

BY: *William P. O'Connell*  
DIRECTOR OF PUBLIC WORKS

BM:bp  
Sub-14B\_TM 52702





# ALL PURPOSE ACKNOWLEDGMENT

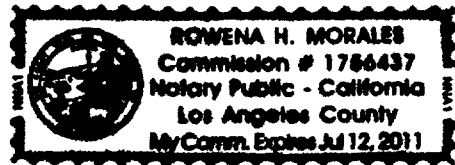
STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On October 22, 2007 before me, Rowena H. Morales, Notary Public, personally appeared Mark L. Bixby, personally known to me (~~or 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.

Signature \_\_\_\_\_

*Rowena H. Morales*



(NOTARY SEAL)

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Number of Pages: 4 Date of Document \_\_\_\_\_

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

STATE OF California

COUNTY OF Orange

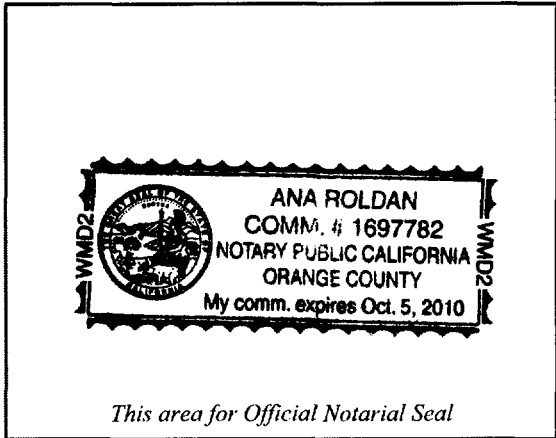
]

On Oct. 16, 2007, before me, Ana Roldan, Notary Public,  
(here insert name and title of the officer), personally appeared Natalie Caicedo Lopez

personally known to me (or 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.

Signature Ana Roldan (SEAL)



**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OF TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Bond Safeguard Insurance Company

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY AO 51307  
**Bond Safeguard** INSURANCE COMPANY

---

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Keith E. Sandrock Sr., Natalie Caicedo Lopez, \*\*\*\*\*  
Patricia J. Sandrock \*\*\*\*\*

---

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:


Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

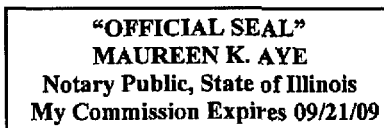


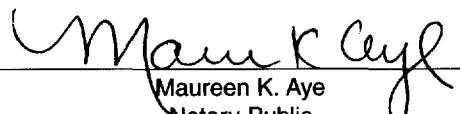
**BOND SAFEGUARD INSURANCE COMPANY**

BY   
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



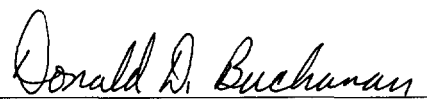
  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 16TH Day of October, 20 07



  
Donald D. Buchanan  
Secretary