



Your Bonding Resource Center!

COLLATERAL FORMS PACKAGE

SUBMISSION INSTRUCTIONS:

- 1) Please fill out the forms and use the “Submit” button at the end of the page to submit your form by email.
-OR-
- 2) You can fill out, print, then send or fax your completed Collateral Package forms to Southwest Bonding Company.

Your emergency is our emergency, an underwriter will respond to your request within 24 hours of receipt.

Texas

201 Main Street #600
Fort Worth, TX 76102
Phone: 817-349-6038
Fax: 817-349-6040
info@southwestbonding.com

San Diego

401 West A Street #1810
San Diego, CA 92101
Phone: 619-231-9522
Fax: 619-231-9545
sandiego@bondservices.com

Orange County

2700 N. Main St. #1105
Santa Ana, CA 92705
Phone: 888-558-3007
Fax: 714-558-8297
orangecounty@bondservices.com

Los Angeles

900 Wilshire Blvd #1400
Los Angeles, CA 90017
Phone: 213-628-2970
Fax: 213-628-2977
losangeles@bondservices.com

Inland Empire

290 W. Orange Show Rd. #109
San Bernardino, CA 92408
Phone: 909-890-1409
Fax: 909-890-4282
sanbernardino@bondservices.com

San Jose

55 South Market St. #1060
San Jose, CA 95113
Phone: 408-998-5056
Fax: 408-279-3160

Concord

2300 Clayton Road #1440
Concord, CA 94520
Phone: 925-676-2663
Fax: 925-676-2339
concord@bondservices.com

Sacramento

7221 South Land Park Drive
Sacramento, CA 95831
Phone: 916-424-0435
Fax: 916-424-0437
sacramento@bondservices.com

Arizona

20325 N. 51st Ave. #134
Glendale, AZ 85308
Phone: 623-362-0601
Fax: 623-362-2218
az@bondservices.com

GENERAL INDEMNITY AGREEMENT (NON-CONTRACT)

This Agreement of Indemnity, made and entered into this _____ day of _____, _____ is executed by the Undersigned for the purpose of indemnifying American Contractors Indemnity Company, Texas Bonding Company and/or U. S. Specialty Insurance Company herein referred to as "Surety," in connection with any Bonds written on behalf of _____, herein referred to as "Principal."

1. **DEFINITIONS** – The following definitions apply in this Agreement:

Bond – Any contractual obligation undertaken by Surety for Principal, before or after the date of this Agreement and any renewal or extension of said obligation.

Principal – The person(s) or entity(ies) set forth above or any one of them or any combination thereof, or their successors in interest, whether alone or joint venture with others named herein or not.

Surety – American Contractors Indemnity Company, Texas Bonding Company and/or U. S. Specialty Insurance Company and any other person(s) or entity(ies) which the Surety may procure to act as a Surety or as a co-Surety on any Bond, or any other person or entity who executes a Bond at

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2. **INDEMNITY** – In consideration of the execution and delivery by the Surety of a Bond or Bonds on behalf of the Principal, either prior to, in connection with or subsequent to this Agreement, the Undersigned agrees to exonerate, indemnify and hold the Surety harmless from and against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses of whatever kind or nature (including, but not limited to, interest, court costs and counsel fees) which arise by reason of, or in consequence of, the execution by the Surety of any Bond on behalf of the Principal and whether or not the Surety shall have paid any sums in partial or complete payment thereof, including but not limited to: sums paid including interest, liabilities incurred in settlement of claims, expenses paid or incurred in connection with claims, suits, or judgments under such Bonds; expenses paid or incurred in enforcing the terms of this Agreement; expenses paid or incurred in procuring or attempting to procure release from liability under its Bond by Surety; expenses incurred in recovering or attempting to recover losses or expenses paid or incurred; attorneys fees and all legal or professional services; adjustment of claims; premiums on Bonds issued by Surety on behalf of the Principal; or monies advanced or loaned.

In furtherance of such indemnity:

- A. The liability of the Undersigned shall extend to and include all amounts paid by the Surety in good faith under the belief that the Surety was or might be liable, or that such payments were necessary or advisable to protect any of Surety's rights.
- B. Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, collection, litigation costs and legal services (including in-house counsel).
- C. Surety shall have all rights set out herein, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety upon such claim.
- D. In any claim or suit hereunder, an itemized statement of the aforesaid losses and expenses or the vouchers or other evidence of disbursement by Surety; shall be *prima facie* evidence of the fact of the liability hereunder of the Undersigned.
- E. Surety shall have the right to reimbursement of its expenses, premiums and attorneys' fees, including in-house attorneys' fees, costs and expenses hereunder, irrespective of whether any payment has been made by Surety.
- F. The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any claim, demand, suit, or judgment shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and the Surety's determination shall be final, conclusive and binding upon the Undersigned.
- G. If the Undersigned desire that the Surety litigate a claim or demand, or defend suit, or appeal from such judgment, they shall deposit with the company, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgement rendered, or which might be rendered, against Surety together with interest, costs and attorneys' fees.
- H. The parties agree that the place of performance of this agreement, including the promise to pay Surety, shall be the County of Los Angeles, State of California and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.

3. **COLLATERAL SECURITY** – If a claim or demand is made against Surety, whether disputed or not, or Surety deems it necessary to establish a reserve for potential claims, and upon demand from Surety, the Undersigned shall deposit with Surety cash or other property acceptable to Surety, as collateral security, in a sufficient amount to protect Surety with respect to such claim or potential claims and any expense or attorneys' fees. Such collateral may be held or utilized by Surety until it has received evidence of its complete exoneration and discharge from such claim or potential claims, and until it has been fully reimbursed for all loss, expense, attorneys' fees and unpaid premiums. If said collateral, or collateral previously deposited with Surety, is deemed insufficient by Surety, the Undersigned agrees to deposit additional or substitute collateral in an amount and type acceptable to Surety. This may include the Surety's demand for cash collateral in substitution for trust deed collateral.

4. **POWER OF ATTORNEY** – The Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Surety or its designees as their attorney-in-fact with the power, but not obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Agreement, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to the execution of to further the intent of this Agreement, the endorsement of checks certificate of deposits or other instruments payable to any of the Undersigned, settle all claims and disputes that may arise under the bond or bonds including the execution of releases and settlement documents. The Undersigned hereby ratifies and affirms all acts and actions taken and done by the Surety or its designee as attorney-in-fact.

5. **GENERAL PROVISIONS**

- A. The obligations of the Undersigned hereunder are joint and several. Surety may bring separate suits hereunder against any of the Undersigned as causes of action may accrue hereunder. Surety need not proceed first against the Principal.
- B. Undersigned will procure the discharge and exoneration of Surety from any Bond, and all liability by reason thereof upon the request of Surety.
- C. Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and agrees to pay the initial, renewal, and additional premiums thereon, at the Surety's filed rate at the time of renewal. The Undersigned agree that the initial premium is fully earned upon execution of said Bond.
- D. Unless otherwise indicated herein, the Bond furnished by Surety pursuant to this Agreement shall not be applicable to guarantee or insure the Undersigned's operation, management, or control of an ongoing business operation.
- E. Undersigned agrees to give to Surety prompt notice of any facts which might give rise to any claims or suits against Surety upon any Bond.
- F. Surety shall have the right, at its option and in its sole discretion, to issue or cancel or decline the execution of any Bond, or renewal thereof.
- G. Surety shall have the right, at its option, to impose a "joint control" requirement as a condition of its issuance of a Bond to the Undersigned.
- H. Surety shall have every right, defense, or remedy which a personal Surety without compensation would have, including the right of exoneration.
- I. Until Surety shall have been furnished with conclusive evidence of its discharge without loss from any Bonds, and until Surety has been otherwise fully indemnified hereunder provided, Surety shall have right of free access to the books, records and accounts of the Undersigned for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including but not limited to depositories of funds of the Undersigned, to furnish to Surety any information requested by Surety in connection with any transaction, other persons, firms or entities for the purpose of procuring co-Suretyship or reinsurance or of advising such persons, firms, or entities as it may deem appropriate.
- J. If the execution of this Agreement by any of the Undersigned be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- K. The Surety may, at its option, file or record this Agreement or any other document executed by any or all the Undersigned, individually or jointly, in connection with the application, issuance or execution of any Bond or Bonds, or renewal thereof, coming within the scope of this instrument as: a security Agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the Undersigned under this Agreement.
- L. The Surety shall have the right to fill in any blanks and to correct any errors in the documents.
- M. The Undersigned waives any defense that this instrument was executed subsequent to the date of any such Bond, admitting and covenanting that such Bond was executed pursuant to the Undersigned's request and in reliance on the Undersigned's promise to execute this instrument.
- N. This Agreement may not be changed or modified without the written consent of Surety. Any amendment of the Agreement for one of the undersigned shall not release any of the other Undersigned.
- O. In the event any of the Undersigned shall fail to execute this instrument or become insolvent, or in the event any of the Undersigned who execute this Agreement, shall not be bound for any reason, the other Undersigned shall, nevertheless, be bound hereunder for the full amount of the liability as aforesaid.
- P. No course of conduct or failure to timely exercise any rights under this Agreement shall constitute waiver of future enforcement of the rights and obligations hereunder.
- Q. The liability of the Undersigned hereunder shall not be affected by: (a) the failure of the Principal to sign any Bond, (b) any claim that other indemnity or security was to have been obtained, (c) the release of any indemnity, (d) the return or the exchange of any collateral that may have been obtained.
- R. The Undersigned and their successors, executors and administrators agree to hold all money or other proceeds derived from the Undersigned actions covered by the bond or bonds for the purpose of performing the duties owed under the bond or bonds and discharging the obligations of the Bond, and for no other purpose until the Bond is completely exonerated.
- S. The issuance of a Bond to the Undersigned is conditioned upon the Undersigned's retention of competent legal representation in the proceeding for which the Bond is provided and throughout the duration of any time which the Bond is in effect.

6. **WAIVER OF NOTICE** –The Undersigned agree that the Surety need not give notice to the Undersigned of any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting Sureties rights or liabilities under any such Bond or Undersigned rights or liabilities hereunder, notice of all such information being hereby expressly waived. The liability of the Undersigned as to the future Bonds of Principal shall not terminate by reason of the failure of Surety to disclose facts known about the Principal, even though such facts materially increase the risk beyond that which the Undersigned might intend to assume. Whether Surety may have reason to believe such facts are unknown to the Undersigned, or whether Surety may have reasonable opportunity to communicate such facts to Undersigned, the Undersigned hereby waives notice and disclosure of such facts or information.

7. **CREDIT RELATIONSHIP** – Each of the Undersigned further affirms that he understands Bonds are a credit relationship and hereby authorizes the Surety to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be effected or continued.

8. **TERMINATION** – This Agreement is a continuing obligation of the Undersigned until Surety is exonerated and released from any liability under bonds issued to the Principal. The Undersigned may terminate their liability for any future bonds by written notice to Surety and such termination by a particular Undersigned shall in no way affect the obligation of any other Undersigned who has not given such notice. In order to terminate liability as to future Bonds of Principal, an Undersigned must:
 - A. Give written notice by means of certified mail to Surety at Surety’s home office; and
 - B. State in such notice the name of the principal, Undersigned and the effective date (not less than thirty days after receipt thereof of Surety) of termination of such Undersigned’s liability for future Bonds.

After the effective date of such termination by giving written notice, the Undersigned shall nonetheless be liable hereunder for Bonds executed or authorized prior to such date, and renewals, substitutions and extensions thereof.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT THAT SETS OUT RIGHTS AND OBLIGATIONS WHEN YOU SIGN THIS AGREEMENT
Undersigned:

 Print Name (corp / partnership/entity)

 By (officer/ partner/ member)

 Print Name (corp / partnership/entity)

 By (officer/ partner/ member)

 Print Name

 Signature

 Print Name

 Signature

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

By _____ Address _____

State of _____

County of _____

On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

State of _____

County of _____

On _____ before me, _____

Date

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personally appeared _____

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County of _____

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WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

COLLATERAL SECURITY AGREEMENT AND RECEIPT

Principal(s): _____
(Name(s) as it appear(s) on the General Indemnity Agreement)

Address: _____
(Street) (City) (State) (Zip)

Owner of Collateral Security: _____
(Name)

Address: _____
(Street) (City) (State) (Zip)

Social Security # or Tax I.D. #: _____

Owner of Collateral Security: _____
(Name)

Address: _____
(Street) (City) (State) (Zip)

Social Security # or Tax I.D. #: _____

American Contractors Indemnity Company, U. S. Specialty Insurance Company, United States Surety Company and/or Texas Bonding Company (hereinafter, collectively, the "Surety") accepts the collateral transfer of the following security from the party or parties designated above as Owner(s) (hereinafter, collectively, the "Owner") and/or the Principal(s) (hereinafter, collectively, the "Principal"). The collateral identified below (hereinafter, the "Collateral") is deposited for the benefit of the Surety and its co-sureties, reinsurers, successors and assigns, in conjunction with an application for bonding credit, for good consideration, and under the agreements and upon the conditions hereinafter stated:

DESCRIPTION OF COLLATERAL:

1. Letter of Credit for: \$ _____
No.: _____
Issue Date/Expiration Date: _____
Bank (Name, Address & Ph): _____

2. Deed/Mortgage: \$ _____
Date: _____
Street Address: _____

Deed of Trust/Mortgage is incorporated herein for all purposes and violation of this Collateral Security Agreement and Receipt shall be a condition of default under the Deed of Trust/Mortgage. Should terms of Deed of Trust/Mortgage conflict with the terms of this Agreement, Deed of Trust/Mortgage shall be controlling.

3. Other: (cash, cash equivalents, stocks, bonds, etc.) _____

AGREEMENTS AND CONDITIONS

A. Purpose and Use of Collateral

1. For valuable consideration, receipt of which is hereby acknowledged, the Owner hereby grants a security interest in the Collateral together with any proceeds, product, increase in value and income including rents thereon, and any additional or replacement collateral. The Collateral is hereby pledged, whether held by a third party or deposited with the Surety, as security to unconditionally and fully protect the Surety in connection with any and all bonding obligations as may exist or be created in the future between the Owner, the Principal, any current or hereafter created or acquired subsidiary, affiliate, joint venture, or other legal entity in which the Owner or Principal has a substantial, material, or beneficial interest, or any other third party at the request of the Owner, Principal or Indemnitors. The Surety may enforce the terms of the Collateral Security Agreement and Receipt (hereinafter, the "Agreement") to protect and/or reimburse the Surety:
 - i. For the enforcement and fulfillment of the provisions of the General Indemnity Agreement, Agreement of Indemnity, and/or other indemnity agreement (hereinafter, the "Indemnity Agreement");
 - ii. Against any and all demands, liabilities, losses, costs, damages, attorneys' fees and expenses, investigative fees and expenses, accountants' fees and expenses, engineering and other professional or consultants' fees and expenses of any kind, in-house attorneys' fees and expenses, interest, court costs and any and all other types of losses, costs or expenses of whatsoever kind or nature, which the Surety may sustain and/or incur and which arise by reason of or in any manner in consequence of, no matter how remotely, the execution or procurement by the Surety of any bonds issued or procured by the Surety on behalf of the Principal, recognizance, undertaking or other obligation, regardless of when issued or incurred (all of which, together with any continuations and modifications thereof, are hereinafter referred to as the "Bonds"), heretofore or hereafter executed, assumed or procured by the Surety at the instance or request or on behalf of either the Owner or the Principal;
 - iii. For the payment of all premiums on such Bonds and all other items of indebtedness due to the Surety and/or its agent from the Principal or Owner;
 - iv. For the performance of every agreement (including continuations or modifications thereof, with or without consent of the Owner) made by the Owner or by any Principal concerning said Bonds;
 - v. To secure and indemnify the Surety from any and all losses, costs, interests, expenses, and/or legal fees which Surety may incur or become liable for under the terms and provisions of all the agreements provided by the Owner and/or the Principal to the Surety, including but not limited to any Indemnity Agreement.
2. To accomplish the purposes of such Collateral deposit, the Surety is authorized, and hereby appointed as attorney-in-fact for the Owner to act at any time and without notice or legal process, to sell, cash, surrender and use said Collateral, and to apply the Collateral or any proceeds to payment of or reimbursement in accordance with the terms of the Indemnity Agreement, as it may elect; and, at its option and in its sole discretion, to sell any of said Collateral security at public or private sale to itself or to any person, or to deposit, liquidate, convert, cash, exchange, renew or dispose of said Collateral or the proceeds thereof, in any manner, in such form and on such terms as it deems proper.
3. Owner represents him/her/itself to be the sole owner(s) of the Collateral, and agrees to save the Surety harmless from any loss, costs, expenses, damages or attorneys' fees arising from claims to any part of the Collateral by any person(s) and/or entity claiming adversely to the Owner or Surety. The Undersigned hereby appoints the Surety or the Surety's lawfully designated representative to execute any form(s) or document(s) which may be necessary to perfect the Surety's lien(s) on such Collateral including but not limited to forms proscribed by the Uniform Commercial Code such as form UCC-1, UCC-2 and UCC-3.
4. If the Collateral, any substitutions thereof, or additions thereto, shall for any reason be of a value insufficient for the Surety's protection, in the Surety's opinion, the Owner and/or the Principal shall, upon demand, deposit additional collateral satisfactory to the Surety, of a value at least equal to the amount of the Bonds. If the Owner and/or the Principal do not deposit additional collateral within five (5) days after demand, the Surety may sell, deposit, invest, convert, cash, liquidate, exchange, renew, or dispose of the Collateral, at its discretion, including a public or private sale and the Surety may be the purchaser at such sale.
5. The Surety shall not be liable for any loss or depreciation of the Collateral or the proceeds thereof, or damage thereto, and the Surety assumes no responsibility for the earning of any income thereon. In connection with any certificate of deposit or any other instrument evidencing the deposit of money with any person, firm or corporation included in the Collateral, it is understood that the Owner has selected the depository, or appointed the Surety to select the depository and the Owner assumes full responsibility for the safety of the deposited funds.

B. Types of Collateral

1. Cash. If the Collateral pledged herein is in the form of cash, the Collateral is being delivered to the Surety to be held in the Surety's name. Ownership and control of the Collateral is vested in the Surety until all Bonds are exonerated in accordance with Section D of this Agreement. The Surety will pay simple interest at a rate of one half of one percent (0.5%) per annum. The Surety is entitled to retain any amount of accrued interest earned in excess of the stated rate. If paid, interest will be paid in accordance with Section D of this Agreement as long as the Owner delivers to the Surety an executed IRS Form W-9 or W-8. When IRS Form W-8 is applicable, the Surety will withhold U.S. tax as required by IRS Pub. 515. In the event the Owner fails to deliver to Surety an executed IRS Form W-9 or W-8 within thirty (30) days subsequent to the release of Collateral to the Owner, the Owner shall forfeit all rights to interest. Notwithstanding anything to the contrary in this Agreement, any interest paid to the Owner upon the release of the Collateral may be greater than or less than the interest received by the Surety on such Collateral. Interest shall not be paid on Collateral deposited with the Surety for ninety (90) days or less.
2. Irrevocable Letter of Credit. If the Collateral pledged herein is in the form of an Irrevocable Letter of Credit (hereinafter "ILOC"), it is the responsibility of the Owner and/or Principal to provide the Surety with a notice of renewal of that ILOC at least forty-five (45) days prior to its expiration date. This responsibility of renewal by the Owner and/or Principal shall continue for every renewal period unless the Owner and/or Principal receive written notification from the Surety that no renewal will be required. Should the Owner and/or Principal fail to provide a notice of renewal to the Surety within the time allowed under this paragraph then the Surety may require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety and any other actual expenses incurred by the Surety in obtaining such a renewal. In addition to this fee, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement.

The Surety reserves the right, in its sole and absolute discretion, to accept or reject the issuing bank of the ILOC. At any time following receipt of an ILOC by the Surety, the Surety may, in its sole and absolute discretion, demand a replacement ILOC from a different issuing bank. The Owner and/or Principal shall, upon demand by the Surety, provide a replacement conforming ILOC within ten (10) calendar days. Should the Owner and/or Principal fail to provide a replacement ILOC to the Surety within the time allowed under this paragraph, the Surety may exercise its right to draw on the ILOC and such proceeds shall be considered substitute Collateral under this Agreement and/or require the Owner and/or Principal to pay a nonrefundable processing fee of \$300.00 to the Surety in addition to any other actual expenses incurred by the Surety in obtaining such a renewal.

The Surety, in its sole and absolute discretion, may draw up to the full amount of the ILOC to satisfy any claims made or may be made on/against the Surety and/or all items of indebtedness due to the Surety under or for said Bonds whether known or unknown to the Surety at the time of the draw.

3. Real Property. If the Collateral is a security interest in real property, the Surety may require the Owner and/or Principal to pay a file initiation and processing fee of \$350.00 in addition to any actual expenses incurred by the Surety, whichever is greater. Upon the Surety's approved release of such Collateral, the Surety may require the Owner and/or Principal to pay a nonrefundable reconveyance fee which will not exceed the maximum allowed by law at the time the reconveyance is executed.
4. Securities. In the event non-interest bearing securities or instruments are deposited with the Surety as Collateral, there shall be no duty on the part of the Surety to deposit or place such Collateral in an interest-bearing account or arrangement, or segregate funds, securities or other instruments from others held by the Surety.
5. Miscellaneous. All other types of property deposited with and/or assigned to the Surety as Collateral shall be subject to the terms of this Agreement.

C. Substitution of Collateral

1. Any substitution of the Collateral shall be at the discretion of Surety as to the value, form, and source and the Owner agrees that any substitution shall be subject to the terms of this Agreement and of any Indemnity Agreement.
2. Should the Owner and/or Principal:
 - i. Request the Surety to substitute the Collateral;
 - ii. Request the Surety to subordinate its previously secured interest in real property; or
 - iii. Request a change or alteration, in any manner, of the Collateral

the Owner and/or Principal acknowledge that the Surety may require the Owner and/or Principal to pay, in advance to the Surety, a nonrefundable file initiation and processing fee of \$300.00 and any expenses incurred in acting upon the Owner and/or Principal's request. The Owner and/or Principal agree that the Surety is under no obligation to comply with any requests and all prepaid fees are nonrefundable.

D. Release of Collateral

1. In General. The Surety may consider release of the Collateral upon its receipt of written evidence and/or information satisfactory to the Surety (in the Surety's sole discretion) of the following:

- i. Discharge and exoneration from all liability under the Bonds;
- ii. Proof of ownership of the collateral by the applicant requesting its release; and
- iii. Payment of all amounts due to the Surety from the Owner and/or Principal as provided herein and/or in any Indemnity Agreement.

The Owner and Principal recognize that differences of opinion with regard to proof of ownership and of termination of the Surety's liability require the giving of considerable latitude to the Surety in the determination of what evidence is satisfactory. In the event the Surety determines the evidence is satisfactory to support a release of the Collateral, the Surety shall, within a reasonable period of time, return the Collateral or the proceeds thereof, less any deductions pursuant to the terms of this Agreement and/or any Indemnity Agreement.

2. Bond Specific Collateral Release. Release of the Collateral by the Surety will further be determined in accordance with the specific types of said Bonds as detailed hereinbelow:

- i. Contract and Subdivision Bonds. The Surety will retain the Collateral for a minimum of ninety (90) days after project or contract completion and acceptance by the Owner/Obligee. Upon expiration of ninety (90) days from acceptance by the Owner/Obligee, the Surety will consider releasing the Collateral if the following conditions are met:
 - a. There are no circumstances which may cause a claim, in the sole judgment of the Surety;
 - b. No claim has been made against any Bonds for which the Collateral was posted;
 - c. The Principal has fulfilled all obligations under the terms of the bonded contract(s).
- ii. Court Bonds. There are various means of exonerating a court bond, i.e. final judgment, stipulation, dismissal, etc. The Owner agrees to submit documents to be considered for exoneration to the Surety (prior to execution or filing of said documents with any court) for the Surety's pre-approval.
- iii. Lost Note Bonds. The Surety will consider releasing the Collateral upon receipt by the Surety of evidence which demonstrates one or more of the following events has/have occurred:
 - a. Final judgment confirming quiet of title in favor of the Principal;
 - b. Recorded substitution of trustee and deed of full reconveyance executed by deed of trust beneficiary; or
 - c. Expiration of all applicable statute of limitations.
- iv. Lien Release Bonds. The Surety will consider a release of the lien release bond in the form approved by the Surety and executed by the Obligee, or a final judgment fully exonerating the Surety from the lien release bond.
- v. All Other Bonds or Classes of Business. The Surety will consider releasing the Collateral based on its review of underwriting and other criteria which may be in force at the time of the request for release of the Collateral.

3. Until the requirements of Section D(2) of this Agreement are satisfied, the Surety will not consider release of the Collateral and will have no obligation to the Owner of the Collateral to release the Collateral. Upon exoneration of said Bonds, the Collateral held by the Surety may be subject to state unclaimed property laws.

E. Additional Collateral Provisions

- 1. This Agreement may not be modified, amended, assigned, negotiated, transferred or changed without the express written consent of a duly authorized officer of the Surety.
- 2. By exercising or failing to exercise any of its rights, options or elections hereunder, the Surety shall not be deemed to have waived any breach or default on the part of any of the Owner and/or Principal or to have released any undersigned from any Owner and/or Principal of his/her/its/their obligations hereunder, unless such waiver or release is in writing and is signed by a

duly authorized officer of the Surety. In addition, the waiver by the Surety of any breach or default hereunder shall not be deemed to constitute a waiver of any succeeding breach or default.

3. The Surety, the Owner, and the Principal agree that the place of performance of this Agreement, including the promise to pay the Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be, at Surety's option, the location of the collateral or Los Angeles County, California.
4. All provisions of the Indemnity Agreement are incorporated herein by reference. The Owner understands that he/she/it is entitled to receive a copy of the Indemnity Agreement and the Surety agrees to provide said copy to the Owner, upon request.
5. It is understood and agreed by the Owner and Principal that the rights, powers and remedies given to the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the undersigned or others whether by the terms of any other agreement, including the Indemnity Agreement, or by operation of law or otherwise.
6. The Surety shall be under no obligation to proceed against any or all of the Collateral before proceeding against any Principal or indemnitor of any Indemnity Agreement.
7. If any part of this Agreement is found by a court of competent jurisdiction to be contrary to law, only that part of the Agreement is null and void and the balance of the Agreement continues in force until terminated or amended.

Dated at _____ this _____ of _____, 20____.

SURETY

OWNER - Collateral

By: _____
Signature, Attorney-in-Fact

By: _____
Signature, as Officer and/or Individually

Print Name of Authorized Attorney-in-Fact

Print Name of Owner

PRINCIPAL

OWNER - Collateral

By: _____
Signature, as Officer and/or Individually

By: _____
Signature, as Officer and/or Individually

Print Name of Authorized Agent of Principal

Print Name of Owner

PRINCIPAL

OWNER - Collateral

By: _____
Signature, as Officer and/or Individually

By: _____
Signature, as Officer and/or Individually

Print Name of Authorized Agent of Principal

Print Name of Owner

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

On _____ before me, _____, a notary public, personally appeared _____ 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

On _____ before me, _____, a notary public, personally appeared _____ 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

On _____ before me, _____, a notary public, personally appeared _____ 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public)

**RELEASE OF COLLATERAL POLICY
ADDENDUM TO COLLATERAL SECURITY AGREEMENT**

Surety's policy for release of collateral posted as security for CONTRACT and SUBDIVISION bonds is as follows:

- A. Surety will retain collateral posted as security for a minimum of Ninety (90) days after the acceptance by the Obligee/Owner of the contract(s) completion.
- B. Upon expiration of Ninety (90) days from acceptance by the Obligee/Owner, Surety will consider processing the collateral posted if the following conditions are met:
 - No claim has been made against any bond(s) for which the collateral was posted.
 - Principal shall have fulfilled all obligations under the term of the bonded contract(s).

Release of collateral posted as security for COURT bonds is as follows:

There are various means of exonerating a court bond, i.e., judgment, stipulation, dismissal, etc. Any documents to be considered for exoneration should be submitted to Surety prior to execution for Surety's approval.

Release of collateral posted as security for LOST NOTE bonds is as follows:

Release of collateral on ALL OTHER classes of business is subject to underwriting, and other criteria, in force at the time of the request for release. Full exoneration from the obligee will be accepted as release of surety's liability and all filing fee and document expense shall be paid by the Principal.

Release of collateral when a Deed of Trust has been used as collateral: There will be a nonrefundable reconveyance fee which will not exceed the maximum allowed by law at the time the reconveyance is executed. At this date the fee for reconveyance is \$ _____.

Until the above conditions have been met, Surety will not consider releasing the collateral and will not have any obligation to the owner of the collateral to release the collateral posted.

Lien Release bonds require the execution of a release in the form approved by Surety and executed by the Obligee unless waived by the Surety or a judgment fully exonerating the Surety from the bond.

All collateral held by Surety is subject to applicable state unclaimed property laws.

I acknowledge that I have read the foregoing notice including the terms and conditions of this Notice and the Collateral Security Agreement.

Executed and Dated as of the _____ day of _____, 200____.

Print Name of Owner of Collateral

By: _____ By: _____
Officer or Individual Owner of Collateral

Print Name and Title

Print Name and Title



THE BANK ISSUING LETTER OF CREDIT MUST BE PRE-APPROVED

To be typed on Bank stationery in "Draft" format. "Draft" must then be remitted to the Surety for formal approval. Language and format must be exactly as the following:

IRREVOCABLE LETTER OF CREDIT

To: United States Surety Company, and/or
U.S. Specialty Insurance Company, and/or
American Contractors Indemnity Company
601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

Letter of Credit No. _____

Date _____

Expiry Date _____

Gentlemen:

At the request of NAME OF PRINCIPAL AS IT APPEARS ON BONDS & PERSON ARRANGING CREDIT, we, NAME OF BANK OF CITY & STATE, have opened an Irrevocable Letter of Credit in your favor for up to an amount not exceeding \$AMOUNT U.S. Dollars, available by your drafts at sight on NAME OF BANK OF CITY, STATE & ZIP CODE.

We warrant to you that all your drafts under this Irrevocable Letter of Credit will be duly honored upon presentation at our Letter of Credit Department, STREET ADDRESS OF BANK, CITY, STATE & ZIP CODE, on or before the expiration date or on or before any automatically extended date as set forth below.

Drawings under this Irrevocable Letter of Credit may be presented by any of the above-mentioned beneficiaries. However, payment(s) hereunder, if any, must not exceed the total amount available. In the event that separate conforming drawings are received by us from any of the above-mentioned beneficiaries on the same day, such drawings will be honored by us in the order that they are received as determined by us and to the extent of this Credit's availability.

Except as stated herein, this Irrevocable Letter of Credit is not subject to any condition or qualification and is our individual obligation which is in no way contingent upon reimbursement or our ability to perfect any lien or security interest.

This Irrevocable Letter of Credit is effective _____, 20____, and expires on _____, 20____, but will automatically be extended on identical terms (including any written amendment) for successive one year periods from the current expiration date and any future expiration date unless at least 45 days prior to the expiration date we notify you by letter sent certified mail at the above listed address that we elect not to renew for such additional one year periods.

Except so far as otherwise expressly stated, this documentary credit is subject to the "Uniform Customs and Practice of Documentary Credit (2007 Revision), International Chamber of Commerce Brochure No. 600".

Sincerely,
NAME OF BANK

Authorized Signature
(Name & Title)

Authorized Signature
(Name & Title)

NOTE: This letter must be signed by two authorized officers of the Bank. The name and title of the officers must be typed below their signatures.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

AUTHORIZATION TO CHARGE CREDIT CARD

(IN THE EVENT OF NON-PAYMENT OF PREMIUM.)

The Southwest Bonding Company, LLC will continue to provide bonds and service to its clients on a timely basis, from quality Surety Companies who require that guaranteed premiums be paid within (45) days after issuance of any bond(s) and within (45) days after date of renewal each year until we are furnished, by you or your attorney with a final discharge of other judgment exonerating the bond or surety in this matter. The authorization information below will be held on file in confidence. The credit card number may be checked for validity before issuance of the bond. No charge will be made unless or until non-payment of premium as described below.

The Southwest Bonding Company, LLC will hold this authorization information on file until there is a non-payment of premium through normal means of billing practice. If, after a billing cycle of thirty (30) days from the date of issuance of the bond (specifically the date of execution on the bond form), premium is not received in this office by close of business on the thirtieth (30th) day, then you authorize us to charge the card below for "premium(s) due".

Once the "premium(s) due" becomes thirty-one (31) days late, the card number below may be used to pay the premium for the bond or service which was provided to you by the Southwest Bonding Company, LLC.

Applicant agrees that Southwest Bonding Company, LLC may pursue all avenues of collection, including use of collection agencies, and authorizes Southwest Bonding Company, LLC to submit credit card charges using the charge card listed below to recover all payments due and all other unpaid amounts due to non-payment of premium.

Card Type: VISA ___ M/C ___ Card No: _____ Exp Date: _____

I hereby declare that I am the holder of the above credit card, or have been authorized by the holder of said card, to use it to pay premium(s) or services provided by Southwest Bonding Company, LLC. I also understand that this credit card may be charged for any future invoice renewal premiums that become more that thirty (30) days past due as described above.

Name on Card: _____

Cardholder Signature: _____

Date _____