



**APPLICATION FOR A NEW OR AMENDED
CALIFORNIA STATE VIDEO FRANCHISE
CALIFORNIA PUBLIC UTILITIES COMMISSION**

Definitions for the purposes of this Application:

- A. "Access" means that the holder is capable of providing video service at the household address using any technology, other than direct-to-home satellite service, providing two-way broadband Internet capability and video programming, content, and functionality, regardless of whether any customer has ordered service or whether the owner or landlord or other responsible person has granted access to the household. If more than one technology is utilized, the technologies shall provide similar two-way broad band Internet accessibility and similar video programming.
- B. "Affiliate" means any company 5 per cent or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by a state video franchise holder or any of its subsidiaries, or by that state video franchise holder's controlling corporation and/or any of its subsidiaries as well as any company in which the state video franchise holder, its controlling corporation, or any of the state video franchise holder's affiliates exert substantial control over the operation of the company and/or indirectly have substantial financial interests in the company exercised through means other than ownership.
- C. "Applicant" means any person or entity that files an application seeking to provide Video Service in the state pursuant to a State Video Franchise.
- D. "Application" means the form prescribed by the Commission through which an Applicant may apply for a State Video Franchise or amend its Video Service Area.
- E. "Application Fee" means any fee that the Commission imposes to recover its actual and reasonable costs of processing an Application.¹
- F. "Area" means a set of contiguous (i) collections of census block groups or (ii) regions that are mapped using geographic information system technology.
- G. "Broadband" or "Broadband Service" means any service defined as Broadband, or having advanced telecommunications capability, in the most recent Federal Communications Commission inquiry pursuant to Section 706 of the Telecommunications Act of 1996 (P.L. 104-104).²

¹ CAL. PUB. UTIL. CODE § 5840(c). This fee is not levied for general revenue purposes, consistent with Public Utilities Code § 5840(c).

² *Id.* at § 5830(a). The Federal Communications Commission currently uses the term "broadband" and "advanced telecommunications capability" to describe services and facilities

- H. "Census Block Group" has the same meaning as used by the U.S. Census Bureau.
- I. "Census Tract" has the same meaning as used by the U.S. Census Bureau.³
- J. "Census Tract Basis" means pursuant to the reporting standards articulated in Appendix D and Appendix E, Section II of D.07-03-014.
- K. "Commission" means the Public Utilities Commission.
- L. "Company" means the Applicant and its Affiliates.
- M. "DIVCA" means Assembly Bill 2987, the Digital Infrastructure and Video Competition Act of 2006 (Ch. 700, Stats. 2006).
- N. "Household" means, consistent with the U.S. Census Bureau, a house, apartment, a mobile home, a group of rooms, or a single room that is intended for occupancy as separate living quarters.⁴ Separate living quarters are those in which the occupants live and eat separately from any other persons in building and which have direct access from the outside of the building or through a common hall.⁵
- O. "Local Entity" means any city, county, city and county, or joint powers authority within the state within whose jurisdiction a State Video Franchise Holder may provide Video Service.⁶
- P. "Low-Income Household" means a residential Household where the average annual Household income is less than \$35,000, as based on U.S. Census Bureau estimates adjusted annually to reflect rates of change and distribution through January 1, 2007.⁷
- Q. "State Video Franchise" means a franchise issued by the Commission pursuant to DIVCA.⁸
- R. "State Video Franchise Holder" means a person or group of persons that has been issued a State Video Franchise from the Commission pursuant to Division 2.5 of DIVCA.⁹
- S. "Telephone Service Area" means the area where the Commission has granted an entity a Certificate of Public Convenience and Necessity to provide telephone service.

with an upstream (customer-to-provider) and downstream (provider-to-customer) transmission speed of more than 200 kilobits per second. FEDERAL COMMUNICATIONS COMMISSION, AVAILABILITY OF ADVANCED TELECOMMUNICATIONS CAPABILITY IN THE UNITED STATES, FOURTH REPORT TO CONGRESS, FCC 04-208, 10 (Sept. 9, 2004). This definition, however, is under review by the Commission, and it may evolve in response to rapid technological changes in the marketplace. Id.

³ CAL. PUB. UTIL. CODE at § 5960(a).

⁴ Id. at § 5890(j)(1).

⁵ Id.

⁶ Id. at § 5830(k).

⁷ Id. at § 5890(j)(2) (defining "low-income households" for the purposes of imposing build-out requirements).

⁸ Id. at § 5830(p).

⁹ Id. at § 5830(i).

- T. "Telephone Corporation" means a telephone corporation as defined in Public Utilities Code § 234.
- U. "Video Service" means video programming services, cable service, or open-video system service provided through facilities located at least in part in public rights-of-way without regard to delivery technology, including Internet protocol or other technology. This definition does not include (1) any video programming provided by a commercial mobile service provider defined in Section 322(d) of Title 47 of the United States Code, or (2) video programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.¹⁰
- V. "Video Service Area" means the area proposed to be served under a State Video Franchise.
- W. "Video Service Provider" means any entity providing Video Service.¹¹

PLEASE TYPE ALL INFORMATION UNLESS INSTRUCTED OTHERWISE.

Type of Application

1. Check as appropriate:
 New Franchise Amended Franchise

Applicant Information

2. Applicant's State Video Franchise number (if seeking an amended Franchise):
 (Not applicable)
3. Applicant's full legal name:
 Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company d/b/a AT&T California
4. Name under which the Applicant does or will do business in California:
 AT&T California
5. Legal name and contact information of Applicant's parent companies, including the ultimate parent:
 Parent's Full Legal Name: AT&T Inc.
 Address: 175 E. Houston Street, San Antonio, TX 78205
 Phone: (210) 821-4105

¹⁰ Id. at § 5830(s).

¹¹ Id. at § 5830(t).

6. Applicant's principal place of business:
 Address: 525 Market Street, Rm 1944, San Francisco, CA 94105
 Phone: 415-778-1299
7. Contact information for the person responsible for ongoing communication with the Commission about Video Service business:
 Name: Rhonda Johnson
 Title: Vice President – Regulatory Affairs
 Address: 525 Market Street, 19th floor, San Francisco, CA 94105
 Phone (Business and mobile if any): 415-778-1300 (business); 415-244-7681 (mobile)
 Fax: 415-243-9954
 Email: rhonda.j.johnson@att.com
8. Attach as Appendix A the names and titles of the Applicant's principal officers.

Build-Out Information

Answer questions 9 through 11 only if the Applicant or one of its Affiliates is a Telephone Corporation. Other Applicants should go to Question 12.

9. Does the Applicant alone or together with its Affiliates have more than 1,000,000 telephone customers in California?
 Yes No
10. Does the Video Service Area include areas outside of the Telephone Service Area of the Applicant and its Affiliates?
 Yes No
11. Excluding direct-to-home satellite, is Video Service currently offered by another Video Service Provider in the Video Service Area proposed in this Application?
 Yes No

Existing Local Cable or Video Franchise Holder Information

12. Does the Applicant alone or together with its Affiliates currently hold a local franchise, or has the Applicant held a local franchise in the Video Service Area in the last six months,?
 Yes No

If "Yes," then download and complete the electronic template available at <http://www.cpuc.ca.gov/video/application>.

Video Service Area Information

13. Utilizing the template provided at <http://www.cpuc.ca.gov/video/application> (as applicable), provide a geographic description of the Video Service Area and input the expected date for the deployment of each Area in the Video Service Area.

The geographic description shall detailed as follows:

- a. A collection of U.S. Census Bureau Census Block Groups, or
- b. A geographic information system digital boundary meeting or exceeding national map accuracy standards.
 - *If Applicant chooses "a," then download and complete the electronic template available at <http://www.cpuc.ca.gov/video/application>.*
 - *If Applicant chooses "b," then submit the geographic information system digital boundary in digital format electronically to the Commission.*

NOTE: AT&T's proposed Video Service Area is its current incumbent telephone service area within the Census Block Groups provided in the template document. Service areas in the cities of Anaheim, San Ramon, Danville, Burbank, Santa Clarita and Glendale are excluded.

The expected date of initial deployment in the Video Service Area is the date the statewide franchise is granted. In accordance with AB 2987, cities will receive a minimum of ten days notification prior to launching service in a specific city.

14. Socioeconomic status information of residents within the Video Service Area
- *If applicable, the Applicant shall provide this information utilizing the templates available at <http://www.cpuc.ca.gov/video/application>.*
 - a. Provide the following baseline description of residents in the Video Service Area:
 - i. *Number of Households:* The number of Households in each Census Tract included in the Video Service Area. Utilize the most recent U.S. Census projections of households available as of January 1 of the year the Application is submitted to determine the number of Households.
 - ii. *Number of Low-Income Households:* The number of Low-Income Households in each Census Tract included in the Video Service Area. Utilize the most recent U.S. Census projections of low-income households available as of January 1, 2007 to determine the number of Low-Income Households.
 - b. Provide or attest in the attached Affidavit that Applicant shall provide, no later than 90 calendar days after the date of the Commission's issuance of a State Video Franchise to the Applicant, the following description of residents in the Video Service Area on a Census Tract Basis:
 - i. *Wireline Broadband:*
 1. The number of Households in each Census Tract to which the Company makes wireline Broadband available.

2. The number of Households in each Census Tract that subscribe to wireline Broadband that the Company makes available.
 - ii. *Non-Wireline Broadband:*
 1. If the Company uses non-wireline technology to provide Broadband, specify the type(s) of technology used in each Census Tract.
 2. The number of customers in each Census Tract that subscribe to non-wireline Broadband that the Company makes available.
 3. Using geographic information system digital boundaries that meet or exceed national map accuracy standards, provide maps that delineate (i) Census Tract boundaries and (ii) where the Company typically makes non-wireline Broadband available.
 - iii. *Video service:* The number of Households in each Census Tract that are offered Access by the Company.
 - iv. *Low-Income* (Utilize the most recent U.S. Census projections of low-income households available as of January 1, 2007 to determine the number of Low-Income Households): The number of Low-Income Households that are offered Access by the Company.
15. Socioeconomic status information of residents within the Telephone Service Area
- o *If applicable, the Applicant shall provide this information utilizing the templates available at <http://www.cpuc.ca.gov/video/application>.*
 - a. If the Applicant or any of its Affiliates is a Telephone Corporation, provide the following baseline description of residents in the Telephone Service Area:
 - i. *Number of Households:* The number of Households in each Census Tract included in the Telephone Service Area. Utilize the most recent U.S. Census projections of households available as of January 1 of the year the Application is submitted to determine the number of Households.
 - ii. *Number of Low-Income Households:* The number of Low-Income Households in each Census Tract included in the Telephone Service Area. Utilize the most recent U.S. Census projections of low-income households available as of January 1, 2007 to determine the number of Low-Income Households.
 - b. If the Applicant or any of its Affiliates is a Telephone Corporation, provide or attest in the attached Affidavit that Applicant shall provide, no later than 90 calendar days after the date of the Commission's issuance of a State Video Franchise to the Applicant, the following description of residents in the Telephone Service Area on a Census Tract Basis:
 - i. *Wireline Broadband:*
 1. The number of Households in each Census Tract to which the Company makes wireline Broadband available.

2. The number of Households in each Census Tract that subscribe to wireline Broadband that the Company makes available.
- ii. *Non-Wireline Broadband:*
 1. If the Company uses non-wireline technology to provide Broadband, specify the type(s) of technology used in each Census Tract.
 2. The number of customers in each Census Tract that subscribe to non-wireline Broadband that the Company makes available.
 3. Using geographic information system digital boundaries that meet or exceed national map accuracy standards, provide maps that delineate (i) Census Tract boundaries and (ii) where the Company typically makes non-wireline Broadband available.
- iii. *Video service:* The number of Households in each Census Tract that are offered Access by the Company.
- iv. *Low-Income* (Utilize the most recent U.S. Census projections of low-income households available as of January 1, 2007 to determine the number of Low-Income Households): The number of Low-Income Households that are offered Access by the Company.

Financial, Legal, and Technical Qualifications

16. Provide or attest in the attached Affidavit that Applicant shall provide a copy of a fully executed bond in the amount of \$100,000 per 20,000 households in the Video Service Area, with a \$100,000 minimum and a \$500,000 maximum per State Video Franchise Holder, to the Executive Director prior to initiating video service and no later than 5 business days after the date of the Commission's issuance of a State Video Franchise to the Applicant. The bond must list the Commission as obligee and be issued by a corporate surety authorized to transact a surety business in California.

Local Entity Contact Information

17. Utilizing the template provided at <http://www.cpuc.ca.gov/video/application>, the Applicant shall provide the contact name and information for a representative from each Local Entity within the Video Service Area.

Application Fee

18. Attach to this Application a check in the amount of \$2,000 made payable to the "California Public Utilities Commission."

Affidavit

19. Complete and submit the affidavit attached as Appendix B to this Application.

A COMPLETE APPLICATION MUST INCLUDE:

- X Completed Application form**
- X CD(s) containing completed templates available on the Commission website**
- X Appendix A: Applicant's Principal Officers**
- X Appendix B: Affidavit**
- X Check in the amount of \$2,000**

APPENDIX A

APPLICANT'S PRINCIPAL OFFICERS

NAME	TITLE
Timothy Harden	President & Chief Executive Officer
Kenneth P. McNeely	President – California
William R. Drexel	Senior Vice President, General Counsel and Secretary
David C. Nichols	Senior Vice President – External Affairs – California
Rhonda J. Johnson	Vice President – Regulatory Affairs

AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

My name is Kenneth P. McNeely. I am President of AT&T California (Company). My personal knowledge of the facts stated herein has been derived from my employment with AT&T California.

I swear or affirm that I have personal knowledge of the facts stated in this Application for a California State Video Franchise to provide Video Service, I am competent to testify to them, and I have the authority to make this Application on behalf of and to bind the Company.

I further swear or affirm that AT&T California shall fulfill the following requirements:

1. Applicant has filed or will timely file with the Federal Communications Commission all forms required by the Federal Communications Commission before offering Video Service in this state.
2. Applicant agrees to comply with all lawful city, county, or city and county regulations regarding the time, place, and manner of using the public rights-of-way, including but not limited to, payment of applicable encroachment, permit, and inspection fees.
3. Applicant will concurrently deliver a copy of this Application to any Local Entity in the Video Service Area.
4. Applicant possesses the financial, legal, and technical qualifications necessary to construct and operate the proposed system and promptly repair any damage to the public rights-of-way caused by Applicant.
5. Applicant is not in violation of any final nonappealable order relating to either the Cable Television and Video Providers Customer Service and Information Act (California Public Utilities Code Article 3.5 (commencing with § 53054) of Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code) or the Video Customer Service Act (California Public Utilities Code Article 4.5 (commencing with § 53088) of Chapter 1 or Part 1 of Division 2 of Title 5 of the Government Code).
6. If it has not done so in the Application, Applicant shall provide the Commission, no later than 90 calendar days after the date of the Commission's issuance of a State Video Franchise to the Applicant, a complete description of residents' socioeconomic status information, as required by and detailed in Questions 14 and 15 of the Application.
7. If it has not done so in the Application, Applicant shall provide a copy of a fully executed bond in the amount of \$500,000 to the Executive Director prior to initiating video service and no later than 5 business days after the date of Commission issuance of a State Video Franchise to the Applicant,. The bond shall list the Commission as obligee and be issued by a corporate surety authorized to transact a surety business in California.

I further swear or affirm that AT&T California agrees to comply with all federal and state statutes, rules, and regulations, including, but not limited to, the following:

1. As provided in Public Utilities Code § 5890, Applicant will not discriminate in the provision of Video Service.
2. Applicant will abide by all applicable consumer protection laws and rules as provided in Public Utilities Code § 5900.
3. Applicant will remit the fee required by California Public Utilities Code § 5860(a) to the Local Entity.
4. Applicant will provide public, educational, and governmental access channels and the required funding as required by Public Utilities Code § 5870.
5. Applicant and any and all of its Affiliates' operations in California now and in the future shall be included for the purposes of applying Public Utilities Code §§ 5840, 5890, 5960, and 5940. Applicant specifically attests to the following:
 - a. Reporting Requirements: Either (i) Applicant or (ii) the parent company of Applicant shall produce Commission-mandated reports for and on behalf of Applicant and any and all of its Affiliates that operate in California.
 - b. Antidiscrimination:
 - i. If Applicant and its Affiliates together have more than 1,000,000 telephone customers in California, Applicant shall satisfy the build-out requirements set forth in Public Utilities Code § 5890(b) & (e).
 - ii. If Applicant and its Affiliates together have less than 1,000,000 telephone customers in California, Applicant shall satisfy any build-out requirements established pursuant in Public Utilities Code § 5890(c).
 - c. Cross-subsidization: If Applicant or its Affiliates provide stand-alone, residential, primary-line basic telephone service, Applicant shall refrain from using any increase of the rate of this service to finance the cost of deploying a network to provide video service.
 - d. "Affiliate," as referenced herein, means any company 5 per cent or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by a state video franchise holder or any of its subsidiaries, or by that state video franchise holder's controlling corporation and/or any of its subsidiaries as well as any company in which the state video franchise holder, its controlling corporation, or any of the state video franchise holder's affiliates exert substantial control over the operation of the company and/or indirectly have substantial financial interests in the company exercised through means other than ownership.
6. Applicant shall fulfill all other requirements imposed by the Digital Infrastructure and Video Competition Act.
7. AT&T California is a single identifiable entity that is organized in California and has verifiable assets. This entity shall assume full responsibility for the Applicant's performance of all its obligations under all applicable local, state, and federal laws. The

Responsible Entity shall accept service of process and submit to the jurisdiction of California courts.

I swear or affirm that all of the statements and representations made in this Application are true and correct.

Kenneth P. McNeely - Pres. AT&T California
Signature and title

Kenneth P. McNeely, President, AT&T California
Typed or printed name and title

SUBSCRIBED AND SWORN to before me on the 7th day of March 2007.

Notary Public In and For the State of California.

My Commission expires: Feb. 9, 2009



Amy Lee Siu
AMY LEE SIU

FRANCHISE BOND

**Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183**

Bond No. 104883489

KNOW ALL MEN BY THESE PRESENTS, that we, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company d/b/a AT&T California, 525 Market Street, 19th Floor, San Francisco, CA 94105, as Principal, and Travelers Casualty and Surety Company of America, a corporation of the State of Connecticut, as Surety, are held and firmly bound unto the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, as Oblige, in the sum of Five Hundred Thousand and NO/100--- Dollars, (\$500,000.00) lawful money of the United States of America, to be paid unto said Oblige, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a written agreement, dated February 16, 2007, with the Oblige which grants a Franchise to the Principal for the construction and operation of a proposed state video system, and to maintain the facilities and public right-of-ways in good order throughout the term of the grant. Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby made a part of this bond with like force and effect as if here in set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above mentioned Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default with full details thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Oblige shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, Connecticut by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) twelve months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by Surety by Thirty (30) days prior notice in writing to Principal and to Oblige. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Oblige, and its successors and assigns.

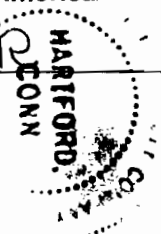
IN WITNESS WHEREOF, the above bound Principal and the above bound Surety have hereunto set their hands and seals on the 16th day of February, 2007.

Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company d/b/a AT&T California

By: [Signature] _____, Principal
Daniel V. James

Travelers Casualty and Surety Company of America

By: [Signature] _____
Cynthia L. Hanak, Attorney-in-Fact



ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
City of St. Louis } ss.

On this 16th day of February, 2007, before me personally appeared Cynthia L. Hanak, known to me to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

JoAnn R. Frank
JoAnn R. Frank
Notary Public in the State of Missouri
City of St. Louis

My Commission Expires: June 20, 2010
(Seal)

JoANN R. FRANK
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, ST. LOUIS CITY
MY COMMISSION EXPIRES 06-20-10
COMMISSION #06395672



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215387

Certificate No. 001370076

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota...

Pamela A. Beelman, Heidi A. Notheisen, Cynthia L. Hanak, Debra C. Schneider, JoAnn R. Frank, and Karen L. Roider

of the City of Saint Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons...

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of January 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 3rd day of January 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of February, 20 07.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.