

EXHIBIT []
FORM OF MULTIPLE OBLIGEE RIDER
(Performance Bond)

MULTIPLE OBLIGEE RIDER
(PERFORMANCE BOND)

This Multiple Obligee Rider (this "Rider") is executed concurrently with and shall be attached to and form a part of Performance Bond No. **107669464/K41563709/09397339** (hereinafter referred to as the "Performance Bond").

WHEREAS, Shirley Contracting Company, LLC, a VA Limited Liability Company (hereinafter called the "Principal") entered into a written agreement bearing the date of August, 10, 2022 (hereinafter called the "Contract") with 95 Express Lanes LLC (hereinafter called the "Primary Obligee") for the performance of design and construction work for the Opitz Project; and

WHEREAS, the Primary Obligee requires under the Contract that Contractor provide a performance bond and that the Commonwealth of Virginia Department of Transportation, a state agency of the Commonwealth of Virginia ("VDOT") and (ii) **95 Express Lanes LLC**, and collectively with VDOT, the "Additional Obligees") be named as additional obligee(s) under the performance bond; and

WHEREAS, Principal and Travelers Casualty and Surety Company of America, a duly organized and existing under and by virtue of the laws of the State of CT and authorized to transact business as a surety within the Commonwealth of Virginia (the "Surety") [**and Federal Insurance Company, and Fidelity and Deposit Company of Maryland** collectively, the "Co-Sureties"] have agreed to execute and deliver this Rider concurrently with the issuance of the Performance Bond, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligees are hereby added to the Performance Bond as named obligee(s).
2. The aggregate liability of the Surety (or Co-Sureties) under the Performance Bond to any or all of the Primary Obligee and the Additional Obligees, as their respective interests may appear, is limited to the penal sum of the Performance Bond, the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract.
3. The Surety shall not be liable under the Bond to the Primary Obligee, the Additional Obligees, or any of them, unless the Primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and

shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth, as said Contract may be amended or modified from time to time.

4. The Surety may, at its option, make any payments under the Bond by check issued jointly to all of the obligees and delivered to VDOT at [address/wire instructions TBD].

5. An Additional Obligee may enforce the Performance Bond if such Additional Obligee has provided to the Surety written certification that such Additional Obligee has the right to enforce the Performance Bond under its direct agreement(s) between or among the Primary Obligee and Additional Obligees.

The Principal and the Surety (and Co-Sureties) have caused these presents to be duly signed and sealed this 10th day of August, 2022

PRINCIPAL (full legal name): **Shirley Contracting Company, LLC**

Address: **8435 Backlick Road, Lorton, VA 22079**

By: 

Title: **President**

Contact Name: **Gregory S. Smith**

Phone: **(703) 550-8100**

SURETY (full legal name): **Travelers**

Casualty and Surety Company of America

Address: **One Tower Square
Hartford, CT 06183**

By: 

Title: **Attorney-in-Fact**

Contact Name: **Karen C. Bowling**

Phone: **(443) 283-7882**

[Note: Date of this Rider must be the same as the date of the Bond.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

SURETY (full legal name): **Federal Insurance Company**
Address: **202B Hall's Mill Road**
Whitehouse, NJ 08889

By: _____
Title: **Attorney-in-Fact**
Contact Name: **Karen C. Bowling**
Phone: **(443) 283-7882**

SURETY (full legal name): **Fidelity and
Deposit Company of Maryland**
Address: **1299 Zurich Way**
Schaumburg, IL 60196

By: _____
Title: **Attorney-in-Fact**
Contact Name: **Karen C. Bowling**
Phone: **(443) 283-7882**

**EXHIBIT J-2
FORM OF PERFORMANCE BOND**

BOND NO. 107669464/K41563709/09397339

PENAL SUM: \$59,127,675.84

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, the Commonwealth of Virginia, Department of Transportation, a state agency of the Commonwealth of Virginia (the “Owner”), has awarded to 95 Express Lanes LLC (the “Obligee” which term hereinafter includes its successors and assigns) a Comprehensive Agreement dated July 31, 2012 (the “Original Agreement”) to develop, design, build, finance, operate, and maintain the Interstate 95 HOV/HOT Lanes Project (the “Project”); and

WHEREAS, the Owner and the Obligee have entered into a First Amendment to the Original Agreement dated May 2, 2016 (the “First Amendment”) under which the parties agreed to add the “Southern Terminus Extension” to the Project; and

WHEREAS, the Owner and the Obligee have entered into an Amended and Restated Comprehensive Agreement (the “ARCA”) dated June 8, 2017 under which the Obligee would add approximately eight miles of high-occupancy toll lanes on Interstate 395 to the Project, and other significant related improvements on and around Interstate 395 (collectively, the “395 Project”); and

WHEREAS, the Owner and the Obligee have entered into a Second Amended and Restated Comprehensive Agreement (the “Second ARCA”) dated April 18, 2019 under which the Obligee would add approximately ten miles of high-occupancy toll lanes on Interstate 95 from the Southern Terminus Extension to Fredericksburg (the “Fred Ex Project”)

WHEREAS, the Owner and the Obligee intend to enter into a Third Amended and Restated Comprehensive Agreement (the “Third ARCA”) under which the Obligee will add a new south-facing, reversible HOT ramp between existing Opitz Boulevard and the existing 95 Express (the “Opitz Project”); and

WHEREAS, the Obligee intends to enter into the Opitz Construction Contract (the “Construction Contract”) between the Obligee and **Shirley Contracting Company, LLC**, as contractor (hereinafter, the “Principal”), bearing the date of 08/10/2022, for the performance of certain work defined within the Construction Contract as the “Opitz Work,” which Construction Contract, together with any and all changes, extensions of time, alterations, modifications, or additions thereto or to the work to be performed thereunder, shall hereafter be referred to as the “Contract;” and

WHEREAS, it is one of the conditions of the Third ARCA and the Contract that these presents shall be executed.

NOW THEREFORE, we, the undersigned Principal, and Travelers Casualty and Surety Company of America, Federal Insurance Company, and Fidelity and Deposit Company of Maryland (the “Surety”, [and collectively, the “Co-Sureties”]) are firmly bound and held unto the Obligee as the “Obligee” in

[and collectively, the “Co-Sureties”]) jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns to the Obligee to pay for labor, materials, and equipment furnished for use in the performance of the Contract, which Contract is deemed a part hereof as if said Contract were fully set forth herein. [Any reference to the “Surety” in this Bond shall be read as a reference to the Co-Sureties and each of them on the basis of such joint and several liability.] **This Bond is in the amount of \$59,127,675.84.**

The following terms and conditions shall apply with respect to this Bond:

1. If the Principal promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Obligee and the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Contract, then the Surety and the Principal shall have no obligation under this Bond.
2. The Surety’s obligation to the Obligee under this Bond shall arise after the Obligee, or the Owner has promptly notified the Principal and the Surety (at the address described in Section 13) of claims, demands, liens, or suits against the Obligee, the Obligee’s property, or the Owner or its property, by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Contract, and tendered defense of such claims, demands, liens, or suits to the Principal and the Surety.
3. When the conditions of Section 2 have been satisfied, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Obligee and the Owner against a duly tendered claim, demand, lien, or suit.
4. The Surety’s obligations to a Claimant under this Bond shall arise after the following:
 - a. Claimants, who do not have a direct contract with the Principal,
 - i. have furnished a written notice of non-payment to the Principal, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - ii. have sent a Claim to the Surety (at the address described in Section 13).
 - b. Claimants, who are employed by or have a direct contract with the Principal, have sent a Claim to the Surety (at the address described in Section 13).

5. If a notice of non-payment required by Section 4 is forwarded or otherwise provided by the Obligee or the Owner to the Principal that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 4.
6. When a Claimant has satisfied the conditions of Sections 4(a) or (b), whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - a. Send an answer to the Claimant, with a copy to the Obligee and the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - b. Pay or arrange for payment of any undisputed amounts.
7. The Surety's failure to discharge its obligations under Section 6(a) or Section 6(b) shall not be deemed to constitute a waiver of defenses the Surety or Principal may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 6(a) or Section 6(b), the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Obligee to the Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal in the performance of the Contract are dedicated to satisfy obligations of the Principal and Surety under this Bond, subject to the Obligee's or the Owner's priority to use the funds for the completion of the Contract work.
10. The Surety shall not be liable to the Obligee, Claimants, or others for obligations of the Principal that are unrelated to the Contract. Neither the Obligee nor the Owner shall be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction within the Commonwealth of Virginia after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 4, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Oblige, or the Principal shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however, accomplished, shall be sufficient compliance as of the date received.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal and the Oblige shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 “Claim” means a written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials, or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Contract;
- .4 a brief description of the labor, materials, or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Contract;
- .6 the total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

15.2 “Claimant” means any subcontractor or supplier of any tier who furnishes labor, materials, or equipment for use in the performance of the Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Opitz Project is

located. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural, and engineering services required for performance of the Contract, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at **Baltimore, MD** on this 10th day of August, 2022.

PRINCIPAL (full legal name): **Shirley Contracting Company, LLC**

Address: **8435 Backlick Road, Lorton, VA 22079**

By: 

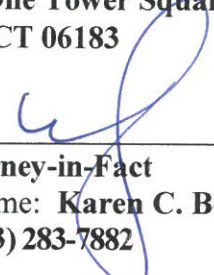
Title: **President**

Contact Name: **Gregory S. Smith**

Phone: **(703) 550-8100**

SURETY (full legal name): **Travelers Casualty and Surety Company of America**

Address: **One Tower Square
Hartford, CT 06183**

By: 

Title: **Attorney-in-Fact**

Contact Name: **Karen C. Bowling**

Phone: **(443) 283-7882**

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but are not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

SURETY (full legal name): **Federal Insurance Company**
Address: **202B Hall's Mill Road**
Whitehouse, NJ 08889

By: _____
Title: **Attorney-in-Fact**
Contact Name: **Karen C. Bowling**
Phone: **(443) 283-7882**

SURETY (full legal name): **Fidelity and
Deposit Company of Maryland**
Address: **1299 Zurich Way**
Schaumburg, IL 60196

By: _____
Title: **Attorney-in-Fact**
Contact Name: **Karen C. Bowling**
Phone: **(443) 283-7882**

Commonwealth of Virginia

STATE CORPORATION COMMISSION

July 1, 2022

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
1 TOWER SQ
HARTFORD CT 06183-0001

is hereby licensed to transact the business of

Aircraft Liability	Fire
Aircraft Physical Damage	Glass
Animal	Homeowners Multi-Peril
Auto Liability	Inland Marine
Auto Physical Damage	Legal Services
Boiler & Machinery	Liability Other than Auto
Burglary & Theft	Misc Property & Casualty
Commercial Multi-Peril	Ocean Marine
Credit	Surety
Farmowners Multi-Peril	Water Damage
Fidelity	Workers Compensation & Employers' Liability

in the Commonwealth of Virginia through the thirtieth day of June next succeeding the date hereof unless this license shall be sooner revoked or otherwise cancelled.

ID: 31194



State Corporation Commission
Bureau of Insurance

By: 
Commissioner

Confidential

Commonwealth of Virginia

STATE CORPORATION COMMISSION

July 1, 2022

FEDERAL INSURANCE COMPANY
ONE AMERICAN SQUARE
202 NORTH ILLINOIS ST STE 2600
INDIANAPOLIS IN 46282

is hereby licensed to transact the business of

Accident & Sickness	Fidelity
Aircraft Liability	Fire
Aircraft Physical Damage	Glass
Animal	Homeowners Multi-Peril
Auto Liability	Inland Marine
Auto Physical Damage	Liability Other than Auto
Boiler & Machinery	Misc Property & Casualty
Burglary & Theft	Ocean Marine
Commercial Multi-Peril	Surety
Credit	Water Damage
Farmowners Multi-Peril	Workers Compensation & Employers' Liability

in the Commonwealth of Virginia through the thirtieth day of June next succeeding the date hereof unless this license shall be sooner revoked or otherwise cancelled.

ID: 20281



State Corporation Commission
Bureau of Insurance

By: 
Commissioner

Commonwealth of Virginia

STATE CORPORATION COMMISSION

July 1, 2021

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE
1299 ZURICH WAY
SCHAUMBURG IL 60196-5870

is hereby licensed to transact the business of

Aircraft Liability	Glass
Auto Liability	Homeowners Multi-Peril
Auto Physical Damage	Inland Marine
Boiler & Machinery	Liability Other than Auto
Burglary & Theft	Misc Property & Casualty
Commercial Multi-Peril	Ocean Marine
Credit	Surety
Credit Property Insurance	Water Damage
Fidelity	Workers Compensation & Employers'
Fire	Liability

in the Commonwealth of Virginia through the thirtieth day of June next succeeding the date hereof unless this license shall be sooner revoked or otherwise cancelled.

ID: 39306



State Corporation Commission
Bureau of Insurance

By: _____

Swanwick

Commissioner

Confidential



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen C Bowling** of **COLUMBIA Maryland**, their true and lawful Attorney(s)-in-Fact 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, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

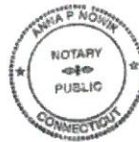
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10** day of **August**, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Michele Alban, Karen C. Bowling, Timothy Lambdin, Diana L. Parker, David Saul and Terry D. Shawkey of Columbia, Maryland

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of September, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 8th day of September, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature of Katherine J. Adelaar]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 10th day of August, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Diana L. PARKER, David Thomas SAUL, Karen C. BOWLING, Terry D. SHAWKEY, Michele ALBAN of Columbia, Maryland, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of September, A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 17th day of September, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of August, 2022



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790