AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS

WHEREAS, the undersigned, a California Limited Labilia Companies referred to herein as the "Developer", whose principal street address is WHAD CAN JON, Suite 200 Mine CA 9208 whose mailing address, if different, is ______ and whose telephone number is ______, has made application to the City of Riverside, referred to herein as the "City", for approval of project designated Tract Map 38094; and

WHEREAS, the Developer has not completed all of the work, or made all of the improvements required as a condition of approval of the project and desires to enter into a contract for the completion of the work and the installation of the improvements and to furnish security for the performance of this contract;

NOW, THEREFORE, in consideration of the approval of above designated project by the City, and as a condition of such approval, the Developer promises and agrees at the Developer's own expense to do all of the work and make all of the improvements required which work and improvements, without limitation by enumeration, consist of the following:

Curb and gutter, curb, A.C. berm, x-gutters and apron, driveway approaches, wheelchair ramps, sidewalk, A.C. paving, aggregate base material, A.C. overlay, A.C. paving removal, storm drain and appurtenances, street lighting system, underground utilities; all or some of which as shown on street plans.

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof. All of the work shall be done and improvements made and completed as shown on and in strict compliance with applicable plans and specifications, and any subsequent alterations thereto. Alterations in the plans and specifications and the work to be performed may be accomplished without giving prior notice thereof to the surety; however, the amount of the surety's obligations shall not be changed. In no event shall such change result in exonerating the surety's obligations. Such work shall be completed and improvements made within one year from the date of this agreement, unless such time be extended by the City upon written application of the Developer.

As a condition of granting a time extension, the City at its option may require a new security and agreement to reflect any revised estimated cost, as determined by the City, of the work and the improvements for the period covered by the time extension.

It is understood that by providing security for this agreement, the surety consents in advance to any extension of time as may be given by the

City to the Developer and waives notices of such extension. The making of an application for an extension of time by the Developer shall, upon granting of the application by the City, constitute a waiver by the Developer and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action, in any action, or proceeding filed by the City within the period of four years immediately following the date to which the time of performance was extended.

The Developer further agrees that any and all grading done or to be done in conjunction with the herein described project shall conform to the requirements of the Riverside Municipal Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the City of the work and improvements and prior to the release by the City of the surety guaranteeing performance of this agreement.

The Developer promises and agrees to maintain all of the improvements required by this agreement after any construction has been started under this contract in a state of good repair, until all of the work and improvements are completed and accepted by the City in writing and until the security for the performance of this agreement is released in its entirety. It is further agreed that once work has started that all work shall be performed in an expedient and diligent manner as determined by the City. Should the City determine that cessation of work or incomplete construction poses possible health or safety hazards or inconvenience to the public, the City may, upon giving written notice, declare the Developer to be in default.

The Developer shall be responsible for maintaining all improvements for a period of one year following completion of the work, and acceptance by the City in writing, against any defective work or labor done, or defective materials furnished, in the performance of the contract. It is further agreed that upon completion and acceptance of the improvements by the City of Riverside, the liability of the surety for no less than ten percent (10%) of the face amount thereof, or \$300.00, whichever is greater, will continue for the purpose of guaranteeing maintenance of improvements for a period of one year following the completion and acceptance by the City in writing against any defective work or labor done, or defective materials furnished in the performance of this contract with the City of Riverside. Said maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, parkways, slopes, sewers, storm drains and removal of debris from sewers and storm drains; said maintenance shall also include, but not be limited to by this enumeration, sweeping, repairing and maintaining in a good and safe condition all streets and street improvements as required by the City. shall be the Developer's responsibility to initiate this work, but if the Developer should fail to do so, such maintenance shall be promptly performed when the Developer is notified to do so by the Public Works Director of the City. Upon failure of the Developer to properly maintain the improvements as determined by the City, the City may do all necessary work required by this paragraph, the cost thereof being chargeable to the Developer and the surety by this agreement.

If the Developer and the surety fail to install all or any of the work or to install all or any part of the improvements required by this contract within the time set forth herein, or fail to comply with any other obligation contained herein, they shall be jointly and severally liable to the City for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that upon default of any obligation hereunder, and at any time after any such default, the City may make written demand upon the Developer or surety or both to immediately remedy the default or complete the work. If the remedial activities or the completion of work are not thereafter diligently prosecuted to completion and fully completed within thirty days after the making of such demand (or such other time as may be contained in the demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the full expense and obligation of the Developer and surety and all without the necessity of giving any further notice to the Developer or surety before the City performs or arranges for performance of any remaining work or improvements, whether or not the Developer or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of the remaining work and improvements, the Public Works Director, upon such election, may require all work by the Developer or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed. The Developer and the surety further agree under this agreement to hold the City and its officers and employees free and harmless from any claim, demand or action for damages, injury or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act or omission in connection with any of the improvements required, existing or occurring or arising out of any act or omission occurring prior to written release by the City of the security quaranteeing maintenance.

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, the Public Works Director, or any of them, or any of their authorized representatives.

It is further agreed that the amount of security to guarantee the performance of this contract will be **Two Million One Hundred Eighty Four Thousand Nine Hundred Dollars (\$2,184,900.00)**. In addition, the Developer shall provide security in the amount of **One Million Ninety Two Thousand Four Hundred and Fifty Dollars (\$1,092,450.00)** to guarantee payment to any contractors, subcontractors, and persons furnishing labor, materials, and equipment to them for the performance of the work herein described. The labor and material security may be released six months after written acceptance of the improvements by the City providing no claims have been filed with the City against the security. The security to guarantee performance and payment to laborers and material suppliers shall be in the form of **SureH BordS** (letter of credit, time certificate of deposit, passbook account, cash deposit, or corporate surety bonds).

The Developer acknowledges and agrees to City regulations governing signs and advertising structures. Developer agrees and consents to removal by the City of all signs erected, placed, or situated in violation of any City ordinance governing size, location or required permits. Removal shall be at the expense of the Developer and Developer shall indemnify and hold the City free and harmless from any claim or demand arising out of or incurred as a result of such removal, excepting negligent acts or omissions by the City, its agents or employees. Developer agrees that said signs may be erected only pursuant to a permit issued by the City upon payment of necessary fees or deposits.

The Developer acknowledges that installation of the required improvements under this agreement is the Developer's sole responsibility and the Developer is not relieved of this responsibility should the Developer sell or transfer title to the property for which these improvements are required. Should the Developer wish to transfer responsibility for the required improvements, written application must be made to the City requesting agreement and bond forms be prepared for the new Developer reflecting the current estimated cost, as determined by the City, to construct all of the required improvements. Upon submittal by the new Developer, and acceptance of the new agreement and security by the City, the previous agreement and security may be released in its entirety.

IN WITNESS WHEREOF, this agreement has been duly executed by the Developer above named on May 3, 2024

(Names and signatures must be the same as on security and City Attorney's Office must approve both this agreement and the security)

By Must By Signature

Signature

Nicole Balchums Agent

CITY OF RIVERSIDE
Public Works Department

Nathan Mustafa

Approved as to Form:

Anthony L. Beaumon Deputy City Attorney

| State of California County ofOrange |) |
|--|---|
| On May 7, 2024 before me, _ | Charnette Neal, Notary Public (insert name and title of the officer) |
| personally appeared Nicole Balchunas | |
| who proved to me on the basis of satisfactory even subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the | evidence to be the person(s) whose name(s) is/are viedged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. The laws of the State of California that the foregoing |
| WITNESS my hand and official seal. | CHARNETTE NEAL COMM. # 2416701 Z |
| Signature <u>C'M</u> | ORANGE COUNTY MY COMM. EXP. SEPT 18, 2026 |

Surety Bond No. 024271058 Premium \$8,740.00

FAITHFUL PERFORMANCE BOND (CONSTRUCTION)

WHEREAS the City of Riverside, a municipal corporation of the State of California, and <u>Taylor Morrison of California</u>, a <u>California Limited*</u> hereinafter referred to as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated <u>May 3rd</u>, 2024, and identified as Agreement for Construction of Improvements for project designated as Tract Map 38094, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

The condition of this obligation is such that is the above bounded principal, his, her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to or abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his, her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety and Principal further agree that in the event the work and improvements are not completed within the time allowed by the said agreement or any extension or extensions thereof as may be granted by the City of Riverside, the City of Riverside may, at its option, and in addition to any other remedies available by law, complete or arrange for completion of said work and improvements, and all costs and expenses therefor shall become a debt due and owing said City of Riverside, as set forth in said agreement.

As a part of the obligation security hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Riverside in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety and Principal further agree that this bond may be reduced to ten percent of the face amount of this bond or \$300, whichever is greater, and continue, after completion and acceptance of the work and improvements in writing by the City of Riverside, for one year from the date of acceptance to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the contract with the City of Riverside.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

| IN WITNESS WHEREOF, this instru Principal and Surety above named on | ment has been duly executed by t May 3, 202 | |
|--|--|----------|
| Taylor Morrison of California, a California Principal Limited Liability Company By Blook Canyon Sure 200 INNE, CA 9268 | Surety Liberty Mutual Insurance Company By Attorney-in-fact, Janet C. Rojo 790 The City Drive South, Suite 200 | <u>•</u> |
| Nicole Balchunas Authonized Agent | Address of Corporate Surety Orange, CA 92868 City (Zip Code) | |
| | (714) 620-1571 Phone Arthur J. Gallagher Risk Management Services, LLC Maureen O'Connell | |
| Approved as to Form: | Producer (Bond Issuing Agent) 595 Market St. #2100 Address | |
| By: Anthony L. Beaumon Deputy City Attorney | San Francisco, CA 94105 City (Zip Code | <u> </u> |
| opening wing state that | (415) 391-1500 Phone | |

Note: Signature of Attorney-in-fact to be acknowledged before a Notary Public. Attach Power of Attorney.

| validity of that document. | | | |
|--|--|-----------------------------------|---|
| State of California County ofOrange | |) | |
| On May 7, 2024 | before me, | Charnette N | eal, Notary Public |
| | | (insert na | me and title of the officer) |
| personally appeared Nicole | Balchunas | | |
| who proved to me on the basi subscribed to the within instru | s of satisfactory e ment and acknow ity(ies), and that t | /ledged to me by his/her/their | the person(s) whose name(s) is/are that he/she/they executed the same in signature(s) on the instrument the ted, executed the instrument. |
| I certify under PENALTY OF F paragraph is true and correct. | | the laws of the | State of California that the foregoing |
| WITNESS my hand and officia | al seal. | | CHARNETTE NEAL COMM. # 2416701 7 |
| Signature <u>C'NLOL</u> | | _ (Seal) | ORANGE COUNTY MY COMM. EXP. SEPT 18, 2026 |

| validity of that document. | |
|---|--|
| State of California County of San Francisco | |
| On MW 3, 2004 before me, | M. Moody, Notary Public |
| 1 | (insert name and title of the officer) |
| personally appeared | Janet C. Rojo |
| subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that be person(s), or the entity upon behalf of which the | vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument. The laws of the State of California that the foregoing |
| WITNESS my hand and official seal. | M. MOODY COMM #2386403 NOTARY PUBLIC OCALIFORNIA & San Francisco County Commission Expires January 8, 2028 |
| | |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8210007-024125

POWER OF ATTORNEY

| KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that |
|--|
| Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized |
| under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Virginia L |
| Black, Courtney Chew, Brian Cooper, Julia Ortega; Maria De Los Angeles Reynoso; Susan M. Exline; Susan Hecker, Misty R. Hemje; Brittany Kavan; Thuyduong Le; |
| M. Moody; Tina K. Nierenberg; Kevin Re; Janet C. Rojo; Maureen O'Connell; Betty L. Tolentino; Robert P. Wrixon; K. Zerounian |
| |

| all of the city of | Walnut Creek | state of | CA | each individually if there be me | ore than one named | d, its true and lawful a | attorney-in-fact to make |
|----------------------------|------------------------------|----------------------|---------------------|----------------------------------|----------------------|--------------------------|--------------------------|
| execute, seal, acknowledge | e and deliver, for and on it | s behalf as surety a | nd as its act and d | eed, any and all undertakings, b | onds, recognizance | es and other surety o | bligations, in pursuance |
| of these presents and sha | all be as binding upon the | Companies as if th | iey have been duly | signed by the president and a | attested by the seci | retary of the Compar | nies in their own proper |
| persons. | | | | | • | | |

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April 2023 .







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

(POA) verification inquiries, HOSUR@libertymutual.com 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance 25th day of April Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

By: Leresa Hastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

and/or Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety bond ar any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such For bon please (instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Chio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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







Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Surety Bond No. <u>024271058</u> Premium included in Performance Bond

LABOR AND MATERIAL BOND (CONSTRUCTION)

WHEREAS, the City of Riverside, a municipal corporation of the State of California, and **Taylor Morrison of California**, a limited Company hereinafter referred to as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated <u>May 3rd</u>, 2024, and identified as Agreement for Construction of Improvements for project designated as Tract Map 38094, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW THEREFORE, said principal and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of MA , and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, and held firmly bound unto the City of Riverside and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Million Ninety Two Thousand Four Hundred and Fifty Dollars (\$1,092,450.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City of Riverside in successfully enforcing such obligations, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is thereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

| IN WITNESS WHEREOF, this instru Principal and Surety above named on | ument has been duly May 3 | executed by the, 2024. | | |
|--|---|------------------------|--|--|
| Taylor Morrison of California, a California Limited Liability Company | Liberty Mutual Insurance | Company | | |
| Principal By All Bull Collaboration Suite 200 | Surety By Attorney-in-fact, J | anet C. Rojo | | |
| Nicole Balchunas | 790 The City Drive South, Suite 200 Address of Corporate Surety | | | |
| Authorized Agent | Orange, CA | 92868 Zip Code | | |
| | (714) 620-1571 Phone | | | |
| Approved as to Form: | Arthur J. Gallagher Risk Management Services, LLC Maureen O'Connell Producer (Bond Issuing Agent) | | | |
| All | 595 Market St. #2100 | uring Agent) | | |
| Anthony L. Beaumon Deputy City Attorney | Address San Francisco, CA | 94105 | | |
| Deputy Oity Attorney | City | Zip Code | | |
| | (415) 391-1500 Phone | : | | |

Signature of Attorney-in-fact to be acknowledged before a Notary

Public.

Attach Power of Attorney.

NOTE:

certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Orange

On May 7, 2024 before me. Charnette Neal, Notary Public

(insert name and title of the officer)

A notary public or other officer completing this

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Color (Seal)



| validity of that document. | |
|--|---|
| State of California County of San Francisco | |
| On Mw 3,7034 before me, | M. Moody, Notary Public (insert name and title of the officer) |
| subscribed to the within instrument and acknow | Janet C. Rojo vidence to be the person(s) whose name(s) is/are eledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under to paragraph is true and correct. | he laws of the State of California that the foregoing |
| WITNESS my hand and official seal. Signature | M. MOODY COMM. 82386403 NOTARY PUBLIC CALIFORNIA Sen Francisco County Commission Expires January 9, 8938 |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8210007-024125

(POA) verification inquiries, HOSUR@libertymutual.com

POWER OF ATTORNEY

| KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that |
|--|
| Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized |
| under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Virginia I |
| Black; Courtney Chew; Brian Cooper; Julia Ortega; Maria De Los Angeles Reynoso; Susan M. Exline; Susan Hecker; Misty R. Hemje; Brittany Kavan; Thuyduong Le; |
| M. Moody; Tina K. Nierenberg; Kevin Re; Janet C. Rojo; Maureen O'Connell; Betty L. Tolentino; Robert P. Wrixon; K. Zerounian |
| |

| all of the city of | Walnut Creek | state of | CA | each individually if there be more than one named, its true and lawful attorney-in-fact to make, |
|-----------------------|----------------------------|-----------------------|------------------|--|
| execute, seal, acknow | ledge and deliver, for and | on its behalf as sure | ty and as its ac | ct and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance |
| of these presents and | d shall be as binding upon | the Companies as | if they have be | een duly signed by the president and attested by the secretary of the Companies in their own proper |
| persons. | | | • | , o , , , , , , , , , , , , , , , , , , |

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April 2023 .







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 25th day of Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

By: Ilesa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

For bond and/or Power of Attorney please call 610-832-8240 or email Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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







Renee C. Llewellyn, Assistant Secretary