

**NOTICE TO PROCEED  
Overall Job Order Contract**

April 30, 2019

Ms. Mattie Bunting, President  
Outback Contractors, Inc.  
13670 Highway 36E, PO Box 1035  
Red Bluff, CA 96080

Contract No. CN001492; Bid No. RJOCN-005  
Minimum Contract Amount for each: \$0.00;  
Maximum Contract Amount for each: \$1,000,000.00  
California State University, Northern Campuses

Dear Ms. Bunting:

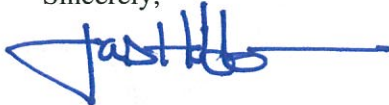
Northern California State University (11) campuses:

CSU Chico; CSU East Bay, Fresno State, Cal Maritime, CSU Monterey Bay, Sacramento State, San Francisco State, San José State, Cal Poly San Luis Obispo, Sonoma State, and Stanislaus State.

In accordance with the provisions of the contract general conditions, you are hereby notified that the contract term will commence on **May 6, 2019**. The term of each Contract is one year, completing on **May 5, 2020**, or when an amount equal to the maximum Contract value for each has been ordered, whichever occurs first. The starting dates for each individual Job Order issued by the campuses pursuant to the Contract shall be the date listed in the individual Notices to Proceed issued for said Job Orders.

Each contract provides for assessment of liquidated damages for each consecutive calendar day that is required to finish the work beyond the time prescribed, in accordance with the "Schedule for Liquidated Damages" in the Contract General Conditions, and the Request for Proposal for each Job Order.

Sincerely,



James Hoffman  
Chief of Construction Management

PROJECT REGIONAL GENERAL JOB ORDER CONTRACT  
 CONTRACTOR OUTBACK CONTRACTORS, INC.  
 ARCHITECT N/A

PROJECT No. RJOCN-005  
 CONTRACT No. CN001492  
 DATE MAY 28, 2019

**CONTRACT CHANGE ORDER NO. One**

Note: Give complete description of work. The documents supporting this Change Order, including any drawings and estimates of cost, are referenced hereon and made a part hereof. (Reference change proposal number, cost request bulletin number, field instruction number, change order request number, and any other documents as applicable. A copy of each shall be attached to the Trustees' copy of this Change Order.)

C P #	C R B #	F I #	C O R #	Description	Extra	Credit	Days Ext.
				In accordance with the Contract General Conditions Section 2.04C.2.a-c, the Trustees hereby increase the contract maximum value for this Northern California Regional Job Order Contract from \$1,000,000 to \$3,000,000. The Contractor shall provide increased performance and payment bonds on this contract to match the increased maximum amount.	\$0.00	\$0.00	0
Execution of this change order represents full and final costs of all direct, indirect, and delay costs for the scope of services identified hereon unless noted otherwise.							
<b>TOTALS</b>					\$0.00	\$0.00	0
<p>I hereby certify upon my own personal knowledge that budget funds are available for this encumbrance.</p> <p style="text-align: center;"><u>N/A</u></p> <p>ACCOUNTING OFFICER _____ Date _____</p>							

<p style="text-align: center;">APPROVAL RECOMMENDED</p> <p style="text-align: center;"><u>N/A</u></p> <p>ARCHITECT <u>(Architect approval not applicable to Regional JOC project)</u> DATE _____</p>	<p>Net Extra.....\$0</p> <p>or</p> <p>Net Credit.....\$0</p> <p>Calendar days' time extended: 0</p> <p>Revised Completion Date: _____</p>
<p style="text-align: center;">CONTRACTOR AGREEMENT</p> <p>The undersigned hereby agrees to the above-described amendment of the contract.</p> <p><u>Outback Contractors, Inc.</u>  <small>(Legal firm name of Contractor)</small></p> <p><u>Math Buty</u> <u>President</u> <u>5/28/19</u>  <small>SIGNATURE TITLE DATE</small></p> <p>Note: The Contractor's name shall be as listed on the contract. All signatures must be signed in ink.</p>	<p>COPIES TO:</p> <ul style="list-style-type: none"> <li>• Construction Administrator</li> <li>• Contractor</li> <li>• Architect/Engineer</li> <li>• University</li> <li>• Project Manager or Construction Inspector</li> <li>• Other (specify): _____</li> </ul>
<p style="text-align: center;">TRUSTEES' APPROVAL</p> <p>APPROVED (\$0 TO \$50,000) _____ TITLE _____ DATE _____</p> <p>APPROVED (\$50,001 TO \$100,000) _____ TITLE _____ DATE _____</p> <p>APPROVED (\$100,001 +) <u>[Signature]</u> <u>Chief of Construction Management</u> <u>6/5/19</u>  <small>TITLE DATE</small></p>	<p style="text-align: center; font-size: 2em; font-weight: bold;">RECEIVED</p> <p style="text-align: center; font-size: 1.5em;">JUN 03 2019</p>

**AGREEMENT**

CSU Vendor ID No. 10137

Contract No. CN001492

THIS AGREEMENT, made on April 15, 2019, BY AND BETWEEN the State of California, acting through the Board of Trustees of the California State University, on behalf of the California State University, hereinafter designated the Trustees, and

Outback Contractors, Inc.  
13670 Highway 36 East, P.O. Box 1035  
Red Bluff, CA 96080  
Phone No. 530-528-2225; Fax No. 530-528-2097

hereinafter designated the Contractor.

**WITNESSETH**

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

Regional General Job Order Contract No.: CN001492, Project No. RJOCN-005  
for the following, (11) Northern California State University Campuses: CSU Chico; CSU East Bay; Fresno State; Cal Maritime; CSU Monterey Bay; Sacramento State; San Francisco State; San José State; Cal Poly, San Luis Obispo; Sonoma State; and Stanislaus State,

in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 1.00, Definitions) as approved by and on file with the Trustees and are made a part of this Agreement by this reference. The Contract is an indefinite quantity contract for the repair and / or construction of the items specified.

The Minimum Contract Amount that must be ordered during the term of the Contract is Zero Dollars (\$0.00).

The Maximum Contract Amount that may be ordered during the term of the Contract is One Million Dollars (\$1,000,000.00).

The Contractor shall use the following Adjustment Factors for Northern Campuses when submitting individual Job Orders:

Normal Working Hours	1.0103
Other than Normal Working Hours	1.0119
Premium Hours	1.0123

The Contractor agrees to receive and accept the sum designated on each individual Job Order issued pursuant to this Contract as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 9, Payment and Completion.

2. That the Contractor, in accordance with its Bid Proposal documents, agrees to subcontract 6 % of each job order issued under this Contract (including change orders) to Disabled Veteran Business Enterprises (DVBE).

3. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the sum designated on each individual Job Order issued pursuant to this Contract, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. That the starting date of the contract will be fixed by the Trustees as of a date within fifteen (15) calendar days after the date of approval of the contract by the Office of General Counsel, California State University, and in such manner that the Contractor will have been notified in writing at least five (5) calendar days prior to the date fixed for starting. The duration of the contract shall be 366 calendar days from the starting date. The starting dates for each individual Job Order issued pursuant to this Contract shall be the date listed in the individual Notices to Proceed issued for said Job Orders. The Contractor agrees to fully complete the Work authorized under each individual Job Order issued, in first class working order and ready for acceptance by the Trustees, on or before the date agreed to in said Job Order. The Contractor will pay to the Trustees the sum of money stipulated per day in said Job Order for each day completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 8.02, Delay in Completion—Liquidated Damages.

5. That if there is a conflict between the terms of the Proposal Form and the other Contract Documents, the other Contract Documents shall control, and nothing contained herein shall be considered as an acceptance of any terms of the Proposal Form in conflict herewith.

6. a. That contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the Board.

b. That contractors and subcontractors of all tiers, by law, are required to register with the Department of Industrial Relations to bid and contract for public works projects.

7. That any notice to the Trustees may be served effectually upon the Trustees by mailing or delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for the Trustees, at the Office of the Chancellor, 401 Golden Shore, Long Beach, California 90802, Attn: Capital Planning, Design and Construction..

8. That this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

IN WITNESS WHEREOF, the parties to these presents have hereto set their hands the year and date first above written.

**CONTRACTOR**

Outback Contractors, Inc.

*(State full legal name of business entity; check appropriate box below.)*

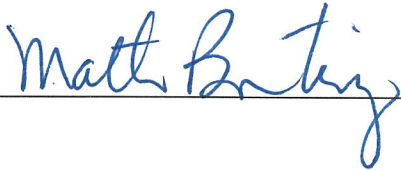
Sole Proprietorship     Partnership     Corporation     Limited Liability Co.     Other (specify) \_\_\_\_\_

950145

*Contractor's License No.*

1000033784

*Contractor's DIR Public Works Registration No.*

By: 

Mattie Bunting, President  
*Name, Title*

**TRUSTEES**

By:  7/29/19  
*Date*  
*Elysa F. San Juan, Assistant Vice Chancellor*  
*Capital Planning, Design and Construction*  
FOR ELYSA SAN JUAN

**UNIVERSITY ACCOUNTING  
FUNDING CERTIFICATION**

*Funding certification is not required for this Agreement. Funding certification shall be provided by the University on each job order that is issued under this Agreement.*

*I hereby certify that I have examined the written contract and find the same to be in accordance with the requirements of the California State University Contract Law.*

G. ANDREW JONES  
GENERAL COUNSEL

By:  4/29/19  
*Date*  
*Christopher C. Fowler, University Counsel*



CERTIFICATION

Contract No. CN001492

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

1) I am Mattie Bunting, President  
Name and Title of Authorized Signatory (such as John Smith, President)

2) of Outback Contractors, Inc. ; and  
Name of Firm

3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on 4/5/2018.  
Date

Mattie Bunting 4/15/2019  
Signature Date

Corporation  
Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

COMBINED MINUTES OF THE MEETING  
OF THE SHAREHOLDERS AND THE  
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS  
OF  
OUTBACK CONTRACTORS, INC.  
a California corporation

The combined meeting of the shareholders and the board of directors of Outback Contractors, Inc., a California corporation, was held in the Red Bluff Office, California on April 5, 2018 at 9:00 a.m. Present at the meeting was Mattie Bunting being all of the shareholders of the corporation. Mattie Bunting acted as chairman of the meeting and called the meeting to order.

Mattie Bunting then presented a slate of directors to be elected for the ensuing year. All were unanimously elected and were present and accepted their directorships. After discussion with the respect to the officers, it was unanimously resolved that officers consist of those people holding the office opposite their name as follows:

Mattie Bunting- President  
Mattie Bunting- Vice President  
Mattie Bunting- Secretary/ CFO

There being no further business to come before the meeting, the meeting was adjourned.

DATED: 4/5/18

Respectfully submitted,

  
\_\_\_\_\_  
Mattie Bunting- Secretary

Executed in Duplicate  
**PERFORMANCE BOND**

Bond No. 5263442  
Premium: \$13,500.00  
Contract No. CN001492

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Outback Contractors, Inc.  
13670 Highway 36 East, P.O. Box 1035  
Red Bluff, CA 96080

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Regional General Job Order Contract No.: CN001492,

for the following, (11) Northern California State University Campuses: CSU Chico; CSU East Bay; Fresno State; Cal Maritime; CSU Monterey Bay; Sacramento State; San Francisco State; San José State; Cal Poly, San Luis Obispo; Sonoma State; and Stanislaus State,

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of:

One Million dollars (\$1,000,000.00)

to be paid to the said Trustees, State or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his, her, its 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 State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 16th day of April, 2019

CONTRACTOR  
AS  
PRINCIPAL

Contractor Name: Outback Contractors, Inc.

Contractor Address: P.O. Box 1035 Red Bluff, CA 96080 (SEAL)

By: Matthias Bunting

SURETY

Surety Name: SureTec Insurance Company

Surety Address: 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056 (SEAL)

By: Breanna Bofman  
Breanna Bofman, Attorney-in-Fact

Signatures executed in behalf of the Surety must be properly acknowledged.

## ACKNOWLEDGMENT

A notary public or other officer completing this 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 Sacramento )

On April 16, 2019 before me, Kelly Marie Ponath, Notary Public  
(insert name and title of the officer)

personally appeared Breanna Bofman,  
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

*Kelly Marie Ponath*

(Seal)





# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Hopkins, Elizabeth Colodi, Nancy Luttenbacher, Barbara Beeny, Marsha L. Mayer, Sara Walliser, Renee Ramsey, Katherine Gordon, John J. Weber, Joseph H. Weber, Stephanie Agapoff, Breanna Bofman, Claudine Gordon, Kristie Phillips, Michael Feeney its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

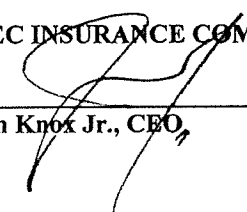
*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 5<sup>th</sup> day of April, A.D. 2018.

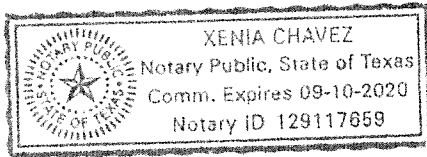
State of Texas                      SS:  
County of Harris

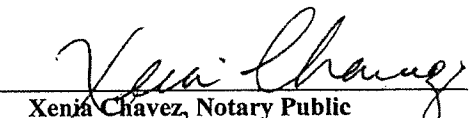


SURETEC INSURANCE COMPANY

By:   
John Knox Jr., CEO

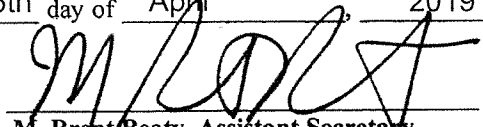
On this 5<sup>th</sup> day of April, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16<sup>th</sup> day of April, 2019, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

# **SureTec Insurance Company**

**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

## **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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Executed in Duplicate  
**PAYMENT BOND**

Bond No. 5263442  
Contract No. CN001492

Know All Persons by These Presents:

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Outback Contractors, Inc.  
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AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of:

One Million dollars (\$1,000,000.00)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code sections 8608 and 9566.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 16th day of April, 2019

CONTRACTOR Contractor Name: Outback Contractors, Inc.

AS

PRINCIPAL Contractor Address: P.O. Box 1035 Red Bluff, CA 96080 (SEAL)

By: Matthie Brating

SURETY Surety Name: SureTec Insurance Company

Surety Address: 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056 (SEAL)

By: Breanna Bofman  
Breanna Bofman, Attorney-in-fact

Signatures executed in behalf of the Surety must be properly acknowledged.

## ACKNOWLEDGMENT

A notary public or other officer completing this 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 Sacramento )

On April 16, 2019 before me, Kelly Marie Ponath, Notary Public  
(insert name and title of the officer)

personally appeared Breanna Bofman,  
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  (Seal)



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Hopkins, Elizabeth Collodi, Nancy Luttenbacher, Barbara Beeny, Marsha L. Mayer, Sara Walliser, Renee Ramsey, Katherine Gordon, John J. Weber, Joseph H. Weber, Stephanie Agapoff, Breanna Bofman, Claudine Gordon, Kristie Phillips, Michael Feeney its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 5th day of April, A.D. 2018.

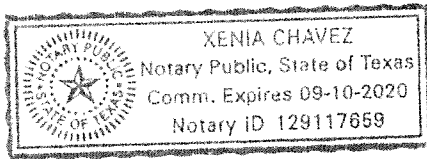
State of Texas                      ss:  
County of Harris



SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., CEO

On this 5th day of April, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of April, 2019, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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