



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO  
 DATE: 09/27/2023 11:50:01 AM  
 FILE #: 2023124575 OR BK 8155 PGS 661-679  
 REC FEES: \$163.00 INDEX FEES: \$0.00  
 DDS: \$0 MDS: \$0 INT: \$0

**MARION COUNTY  
 SUBDIVISION IMPROVEMENT AGREEMENT  
 WITH SURETY BOND**

**THIS AGREEMENT** made and entered into this 7th day of February, 2023, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and SURETY.

**WITNESSETH:**

**WHEREAS**, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Forestar (USA) Real Estate Group, Inc.

Developer's Address: 2221 E Lamar Blvd, Suite 790  
Arlington, TX 76006

Project Engineer: Waldrop Engineering, LLC

Engineer's Estimate of Costs of Improvements: \$2,276,553.00

Developer's Estimate of Time to Complete All Improvements: February 2023

Subdivision Name: Ocala Preserve Phase 12

Plat Book 15 Page(s) 76-82

Surety: XL Specialty Insurance Company

Surety's Address: 70 Seaview Avenue  
Stamford, CT 06902

**WHEREAS**, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

**WHEREAS**, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

**WHEREAS**, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by the Land Development Code of Marion County, Florida, as provided herein, and described in the Project Engineer's estimate of the cost of these improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof), and

**WHEREAS**, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond as a performance guarantee to assure construction of all subdivision improvements.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY-approved subdivision improvement plans dated March 10, 2022, and on file with the COUNTY Transportation Department, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of recording of the plat of the Subdivision lands or the date of this agreement, whichever is later. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as *Exhibit A*. A copy of the SURETY's surety bond is attached hereto as *Exhibit B*. The condition of the surety bond is such that if DEVELOPER should fail to satisfactorily complete the Improvements within 180 days of the date of this Agreement, the COUNTY may, upon first giving DEVELOPER 90 days prior written notice and an opportunity to cure, draw upon the surety bond, pursuant to instructions to be given SURETY by COUNTY, and the SURETY shall pay to the COUNTY such funds as are necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor. In the event such funds are not adequate to complete the

work based upon such good faith estimate, the SURETY shall pay the full amount of such funds to COUNTY. In such event, COUNTY will not be responsible to SURETY for repayment of such funds, and the DEVELOPER shall not be relieved of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the COUNTY Transportation Department shall, within 10 days after verification of completion of the Improvements, forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER's obligation to complete all Improvements. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements and for no other purpose or use.

5. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

6. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

7. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Any termination by the COUNTY of this Agreement shall entitle SURETY to immediately release and cancel the surety bond without further instruction from the COUNTY and /or the DEVELOPER.

8. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this agreement.

9. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of-pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

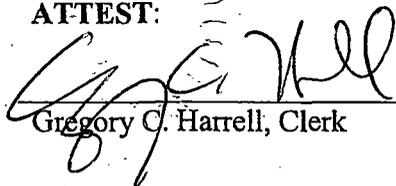
10. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

11. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

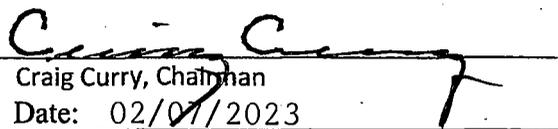
12. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

**IN WITNESS WHEREOF** that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

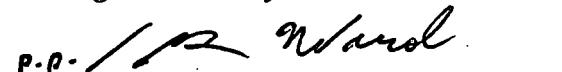
ATTEST:

  
Gregory C. Harrell, Clerk 02/07/2023

**BOARD OF COMMISSIONERS  
MARION COUNTY, FLORIDA**

  
Craig Curry, Chairman  
Date: 02/07/2023

Approved as to Form  
and Legal Sufficiency:

  
P.P. Ward  
Marion County Attorney

**SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE**

ATTEST:

By:

[Signature]  
(signature)

Print name:

John Kennedy

Title:

witness

Date:

8.22.22

DEVELOPER: Forestar (USA) Real Estate Group, Inc

By:

[Signature]  
(signature)

Print name:

Anthony Squitieri

Title:

Vice President

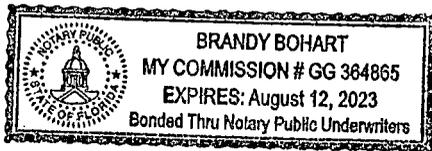
Date:

8.22.2022

STATE OF  
COUNTY OF

Florida  
Hillsborough

Before me by means of  physical presence or  online notarization this 22nd day of August, 2022 personally appeared Anthony Squitieri, Vice President of DEVELOPER who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of said DEVELOPER all by and with the authority of the Board of Directors of said DEVELOPER.



[Signature]  
Print/Type Name: Brandy Bohart  
Notary Public in and for the County and State aforesaid.  
My Commission Expires: 8.12.2023  
Serial No., if any: \_\_\_\_\_

**SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE**

**ATTEST:**

By: Aimee Perondine  
(signature)

Print name: Aimee Perondine

Title: Witness

Date: 8/17/22

**SURETY: XL Specialty Insurance Company**

By: Noah William Pierce  
(signature)

Print name: Noah William Pierce

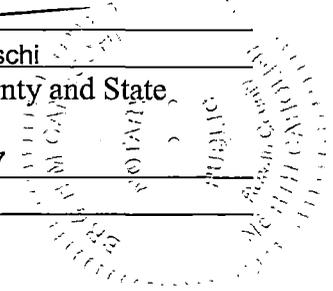
Title: Attorney-In-Fact

Date: 8/17/22

**STATE OF** North Carolina  
**COUNTY OF** Rowan

Before me by means of  physical presence or  online notarization this 17th day of August, 20 22 personally appeared Noah William Pierce, Attorney-In-Fact of XL Specialty Insurance Company who is personally known to me or has produced n/a (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of XL Specialty Insurance Company all by and with the authority of the Board of Directors of XL Specialty Insurance Company.

[Signature]  
Print/Type Name: Bryan M Caneschi  
Notary Public in and for the County and State  
aforesaid.  
My Commission Expires: 4/4/27  
Serial No., if any: N/A



**Exhibit "A"**  
**Ocala Preserve - Phase 12**

**EOPC**  
*Outstanding Capital Improvements*

**SUMMARY**

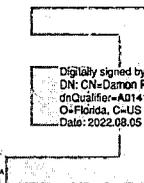
	<b>Left to Complete</b>
Erosion Control	\$ 15,446.50
Demolition / Clearing	\$ 6,000.00
Earthwork & Grading	\$ 217,821.40
Grassing	\$ 167,600.00
Drainage	\$ 280,081.87
Sanitary Sewer	\$ 240,266.93
Potable Water	\$ 224,880.80
Roadway	\$ 576,930.00
Miscellaneous	\$ 168,100.00
<b>TOTAL</b>	<b>\$ 1,897,127.50</b>

1. Unit costs based on information provided by Ciraco Underground Inc.

<b>120% of the estimated cost of remaining improvements</b>	<b>\$ 2,276,553.00</b>
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THIS ITEM HAS BEEN DIGITALLY SIGNED  
 AND SEALED BY DAMON PARRISH, P.E.  
 (LICENSE #73143) USING A DIGITAL SIGNATURE.  
 PRINTED COPIES OF THIS DOCUMENT ARE NOT  
 CONSIDERED VALID AND SEALED AND THE PDA  
 AUTHENTICATION CODE MUST BE VERIFIED ON  
 ANY ELECTRONIC COPIES.



Digitally signed by Damon Parrish  
 DN: CN=Damon Parrish,  
 o=Ciraco, ou=Florida, c=US  
 Date: 2022.08.05 13:55:15-0400

**Damon Parrish, P.E.**  
 Atwell, LLC  
 License No. 73145

## EROSION CONTROL

Description	Quantity	% Complete	Unit	Unit Price	Left To Complete
Install Type-III Silt Fence	1	100%	LS	\$ 9,990.00	\$ -
Silt Fence Maintenance	1	30%	LS	\$ 4,995.00	\$ 3,496.50
Tree Protection Fencing	1	50%	LS	\$ 3,500.00	\$ 1,750.00
Temporary Construction Entrance	1	100%	LS	\$ 2,500.00	\$ -
Inlet Protection	1	0%	LS	\$ 10,200.00	\$ 10,200.00

**EROSION CONTROL TOTAL = \$ 15,446.50**

## DEMOLITION / CLEARING

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Clearing & Grubbing	1	100%	LS	\$ 75,000.00	\$ -
Demo Existing Drainage System	1	50%	LS	\$ 12,000.00	\$ 6,000.00
Disc Site	1	100%	LS	\$ 12,000.00	\$ -

**DEMOLITION / CLEARING TOTAL = \$ 6,000.00**

## EARTHWORK & GRADING

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Earthwork, Cut to Fill	1	86%	LS	\$ 465,000.00	\$ 65,379.00
Over-Ex. & Replace Unsuitables (Per Report)	1	86%	LS	\$ 168,000.00	\$ 24,242.40
Fine Grade R/W & Utility Easement	1	0%	LS	\$ 28,000.00	\$ 28,000.00
Fine Grade Open Space Tracts	1	0%	LS	\$ 19,000.00	\$ 19,000.00
Fine Grade DRA's	1	0%	LS	\$ 33,500.00	\$ 33,500.00
Fine Grade Lots	1	0%	LS	\$ 47,700.00	\$ 47,700.00

**EARTHWORK & GRADING TOTAL = \$ 217,821.40**

## GRASSING

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Sod 2' BOC (Bahia)	1	0%	LS	\$ 5,875.00	\$ 5,875.00
Sod DRA Slopes & Bottoms (Bahia)	1	0%	LS	\$ 78,725.00	\$ 78,725.00
Seed & Mulch R/W & Utility Easements	1	0%	LS	\$ 14,000.00	\$ 14,000.00
Seed & Mulch Open Space Tracts	1	0%	LS	\$ 9,500.00	\$ 9,500.00
Seed & Mulch Lots	1	0%	LS	\$ 59,500.00	\$ 59,500.00

**GRASSING TOTAL = \$ 167,600.00**

**DRAINAGE**

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Type "P" Valley Gutter Inlet	1	36%	LS	\$ 130,480.00	\$ 83,885.59
Type "J" Valley Gutter Inlet	1	33%	LS	\$ 118,080.00	\$ 78,723.94
Type "J" Storm Manhole	1	38%	LS	\$ 27,680.00	\$ 17,300.00
DFOT Type "C" Inlet	1	40%	LS	\$ 16,800.00	\$ 10,080.00
18" CL III RCP	1	69%	LS	\$ 183,280.00	\$ 56,376.93
24" CL III RCP	1	80%	LS	\$ 132,136.00	\$ 26,968.96
30" CL III RCP	1	90%	LS	\$ 44,688.00	\$ 4,446.46
18" MES w/ Rip Rap	1	0%	LS	\$ 2,300.00	\$ 2,300.00

**DRAINAGE TOTAL = \$ 280,081.87**

**SANITARY SEWER**

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Connect to Existing Manhole	1	0%	LS	\$ 15,000.00	\$ 15,000.00
4' ID Sanitary Manhole (0'-6' Depth)	1	0%	LS	\$ 18,960.00	\$ 18,960.00
4' ID Sanitary Manhole (6'-8' Depth)	1	50%	LS	\$ 21,960.00	\$ 10,980.00
4' ID Sanitary Manhole (8'-10' Depth)	1	33%	LS	\$ 12,510.00	\$ 8,340.42
4' ID Sanitary Manhole (10'-12' Depth)	1	40%	LS	\$ 23,400.00	\$ 14,040.00
4' ID Sanitary Manhole (12'-14' Depth)	1	50%	LS	\$ 14,980.00	\$ 7,490.00
8" PVC (SDR 26)	1	48%	LS	\$ 178,542.00	\$ 92,734.71
Single Sewer Services	1	65%	LS	\$ 37,000.00	\$ 13,001.80
Double Sewer Services	1	70%	LS	\$ 70,000.00	\$ 21,252.00
Manhole Leak Testing	1	0%	LS	\$ 11,000.00	\$ 11,000.00
Video Inspect Gravity Sewer	1	0%	LS	\$ 18,312.00	\$ 18,312.00
Air Testing	1	0%	LS	\$ 9,156.00	\$ 9,156.00

**SANITARY SEWER TOTAL = \$ 240,266.93**

**POTABLE WATER**

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Remove Cap & Connect	1	0%	LS	\$ 6,000.00	\$ 6,000.00
Temporary Jumper Connection	1	0%	LS	\$ 8,100.00	\$ 8,100.00
8" DR 18 Pipe (Blue)	1	75%	LS	\$ 251,160.00	\$ 62,563.96
8" Gate Valve and Box	1	45%	LS	\$ 22,000.00	\$ 12,001.00
MJ Fittings w/ Megalugs	1	37%	LS	\$ 22,950.00	\$ 14,449.32
Fire Hydrant Assembly	1	40%	LS	\$ 27,000.00	\$ 16,200.00
Single Water Services	1	37%	LS	\$ 22,950.00	\$ 14,449.32
Double Water Services	1	20%	LS	\$ 92,400.00	\$ 74,197.20
Pressure Testing of Water Main	1	0%	LS	\$ 10,920.00	\$ 10,920.00
Chlorination and Bacteriological Clearance	1	0%	LS	\$ 6,000.00	\$ 6,000.00

**POTABLE WATER TOTAL = \$ 224,880.80**

## ROADWAY

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
12" Stabilized Subgrade	1	0%	LS	\$ 82,240.00	\$ 82,240.00
8" Limerock Base (Prime & Sand)	1	0%	LS	\$ 178,100.00	\$ 178,100.00
1.25" SP-9.5 Asphalt	1	0%	LS	\$ 121,290.00	\$ 121,290.00
Miami Curb	1	0%	LS	\$ 162,000.00	\$ 162,000.00
Common Area Sidewalk	1	0%	LS	\$ 19,250.00	\$ 19,250.00
Handicap Ramps w/ Detectable Warning	1	0%	LS	\$ 9,100.00	\$ 9,100.00
Signage & Striping	1	0%	LS	\$ 4,950.00	\$ 4,950.00

**ROADWAY TOTAL = \$ 576,930.00**

**MISCELLANEOUS**

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Mobilization	1	100%	LS	\$ 20,000.00	\$ -
Layout & Staking	1	30%	LS	\$ 58,000.00	\$ 40,600.00
Certified Asbuilts	1	0%	LS	\$ 5,000.00	\$ 5,000.00
Asphalt Trails (Complete)	1	0%	LS	\$ 122,500.00	\$ 122,500.00

**MISCELLANEOUS TOTAL = \$ 168,100.00**

EXHIBIT " B "

SUBDIVISION BOND

Bond No. US00120753SU22A

KNOW ALL MEN BY THESE PRESENTS, that we Forestar (USA) Real Estate Group, Inc.

2221 E Lamar Blvd, Suite 790 Arlington, TX 76006

as Principal, and XL Specialty Insurance Company

authorized to do business in the State of FL, as Surety, are held and firmly bound unto

Marion County

as Oblige, in the penal sum of Two Million Two Hundred Seventy Six Thousand Five Hundred Fifty Three Dollars and  
No Cents (\$ 2,276,553.00 ) DOLLARS, lawful money of  
the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Forestar (USA) Real Estate Group, Inc.

has agreed to construct in Ocala Preserve

the following improvements: Phase 12 Earthwork, Utility, Drainage, Road Construction Infrastructure

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
construct, or have constructed, the improvements herein described and shall save the Oblige harmless from any loss, cost or  
damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full  
force and effect.

Signed, sealed and dated this 17th day of August, 2022.

Forestar (USA) Real Estate Group, Inc.

Principal

By: [Signature]

Anthony Squitieri

XL Specialty Insurance Company

By: [Signature]

Noah William Pierce

Attorney-in-Fact



S-3689/GEEF 2/99



Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

BOND NUMBER US00120753SU22A  
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Noah William Pierce

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by: *Gregory Boal*  
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

Attest: *Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal  
Rebecca C. Shalhoub, Notary Public  
Northampton County  
My commission expires April 28, 2024  
Commission number 1268765  
Member, Pennsylvania Association of Notaries

*Rebecca C. Shalhoub*  
Rebecca C. Shalhoub, NOTARY PUBLIC

SB0042

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 17th day of August, 2022.



*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

by: *Gregory Boal*

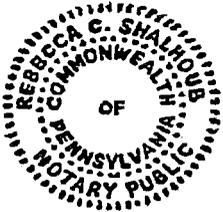
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Commonwealth of Pennsylvania - Notary Seal  
Rebecca C. Shalhoub, Notary Public  
Northampton County  
My commission expires April 28, 2024  
Commission number 1268765

*Rebecca C. Shalhoub*

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney Issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 17th day of August, 2022.



*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/28/2024 12:00:00AM

SB0042