# **Notary Public Bond**

\$5,000.00

Bond Number 100797082

#### KNOW ALL MEN BY THESE PRESENTS:

That we, <u>HEATHER LEHMAN-MALINOWSKI</u> as Principal and <u>U.S. SPECIALTY INSURANCE COMPANY</u>, a corporation created, organized and existing under and by virtue of the laws of the State of <u>Texas</u> as Surety, are held and firmly bound unto the State of Arizona in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEAL AND DATED THE \_\_\_\_\_\_ day of \_\_\_\_\_\_ September \_\_\_\_\_\_, 2023 \_\_\_\_\_

 THE CONDITION of the above obligation is such, that whereas the above bounden Principal was appointed by the Secretary of State of Arizona on \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ September \_\_\_\_\_\_, 2023 to the office of Notary Public in and for \_\_\_\_\_\_\_\_ COCHISE \_\_\_\_\_\_\_ County, Arizona. This bond shall expire on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ September \_\_\_\_\_\_\_, 2027 .

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall well and faithfully perform all official duties now required of him by law, and shall well and faithfully execute and perform all duties of such office of Notary Public required by any law to be enacted subsequently to the execution of this bond, then this obligation is to be void and of no effect, otherwise to remain in full force and virtue.

	HEATHER LEHMAN-MALINOWSKI				
	Principal				
FRANK MESTER	Ву:				
Countersigned by Arizona Resident Agent					
	U.S. SPECIALTY INSURANCE By:				
Oath of	ADRIAN LOO	,Attorney in fact			
OATH OF	OFFICE				
State of Arizona ) SS County of )					
I, do sole States and the constitution and laws of the State of Arizona: that them against all enemies whatsoever, and I will faithfully and imp and for County, Arizona according to the	artially discharge the duties of the office of	me and defend			
	Principal				
Subscribed and sworn to before me in the County of day of,	and State of Arizona, this				
My Commission Expires:					
	Notary Public, Arizona County of				
MAIL BOND TO: SECRETA	RY OF STATES OFFICE				



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY 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,

# **ADRIAN LOO**

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 bond number 100797082 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Five thousand and 00/100 \$5,000.00 Said appointment is made under and by authority of the following resolutions of the Board of Directors of U.S. Specialty Insurance Company:

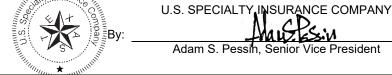
"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the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

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18<sup>th</sup> day of April, 2022.



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 Los Angeles

On this 18<sup>th</sup> day of April. 2022, before me, Sonia O, Carreio, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of September 2023 \nsu

Bond No.	100797082
Agency No.	13266



ht Secretarv

Visit tmhcc.com/surety for more information

# **Notary Public Bond**

\$5,000.00

Bond Number 100797082

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Oath of	ADRIAN LOO	,Attorney in fact			
OATH OF	OFFICE				
State of Arizona ) SS County of )					
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	Principal				
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My Commission Expires:					
	Notary Public, Arizona County of				
MAIL BOND TO: SECRETA	RY OF STATES OFFICE				



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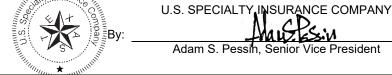
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Signature

(seal)



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Bond No.	100797082
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ht Secretarv

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### NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy Number:	100797082	Effective Date:	9/3/2023
Premium:	\$5.00	Expiration Date:	9/2/2027

U.S. SPECIALTY INSURANCE COMPANY ("the Company") will pay on behalf of <u>HEATHER LEHMAN-MALINOWSKI</u> ("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insured shall become legally obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Company will also pay on behalf of the Insured, subject to the Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

**POLICY PERIOD:** This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced within the applicable statute of limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the Expiration Date hereof.

LIMIT OF	LIABILITY	: The	liability of the	Company	shall not	exceed	in the	aggregate f	or all
claims,	costs	and	expenses	under	this	policy	the	amount	of
	Five thousa	and and	00/100	(\$5	,000.00	) Dollars.			

THIS LIMIT OF LIABILITY INCLUDES ALL SUMS PAID TO SATISFY JUDGMENT(S) AND SETTLEMENT(S) ON BEHALF OF THE INSURED. ALSO, ALL EXPENSES WE INCUR IN THE INVESTIGATION AND DEFENSE OF ANY CLAIM, INCLUDING ALL ATTORNEY'S FEES AND COSTS INCURRED, ARE PART OF AND NOT IN ADDITION TO THE LIMIT OF LIABILITY AND PAYMENT OF SUCH EXPENSES WILL REDUCE THE LIMIT OF LIABILITY. ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.

**SETTLEMENT:** The Company, in the Insured's name and on its behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient.

### INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- a. Upon knowledge of any occurrence which may reasonably be expected to result in a claim or suit, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the potential claimant and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event longer than forty-five (45) days after discovery.
- b. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him/she or his/her representative.

c. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his/her own cost, voluntarily make any payment, assume any obligation or incur any expense except with the prior written consent of the Company.

**EXCLUSIONS:** Coverage under this policy as described in the COVERAGE section of the policy above does not apply to any acts of or allegations of (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties

**OTHER INSURANCE:** If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss cost and expenses than the limit of liability stated in this policy bears to the limit of liability of all other valid and collectible insurance against such loss.

**SUBROGATION:** In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

**CANCELLATION:** The Insured may cancel this policy at any time by mailing or delivering to us advance written notice of cancellation. The Company may cancel this policy by mailing and delivering to the Insured written notice of cancellation at least ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium or thirty (30) days before the effective date of cancellation if we cancel for any other reason. If this policy is cancelled, the premium refund will be calculated pro rata.

**IN WITNESS WHEREOF**, the Company has caused this Policy to be signed by its authorized Company officers at Los Angeles, California.

Dated.	signed and	sealed this	4th	day of	September	, 2023	
,						,	

Address Claims to:

U.S. SPECIALTY INSURANCE COMPANY

801 S. Figueroa Street, Suite 700

Los Angeles, CA 90017



U.S. SPECIALTY INSURANCE COMPANY

ANK MESTER

BY: Frank Mester

Attorney-in-Fact