

PART III, ATTACHMENT 9

CLOSURE AND POST-CLOSURE COST ESTIMATE

Hawthorn Park Recycling and Disposal Facility

Houston, Harris County, Texas

TCEQ Permit MSW-2185A

Owner/Site Operator/Permittee:



USA Waste of Texas Landfills, Inc.
24275 Katy Freeway, Suite 450
Katy, Texas 77494



Submitted By:



Golder Associates Inc.
14950 Heathrow Forest Pkwy, Suite 280
Houston, TX 77032 USA
Professional Engineering Firm Registration Number F-2578

GOLDER ASSOCIATES INC.
Professional Engineering Firm
Registration Number F-2578

INTENDED FOR PERMITTING
PURPOSES ONLY

Submitted: February 2021

Project No. 1894269

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PURPOSES ONLY**

1.0 COST ESTIMATE FOR FINAL CLOSURE

The estimated cost in current dollars to close the Hawthorn Park Recycling and Disposal Facility (hereinafter referred to as “Hawthorn Park RDF,” or “facility,” “landfill,” or “site”), as described in Part III, Attachment 7, is based on the cost of hiring a third party to close the largest waste fill area that could potentially be open in the year to follow and areas that have not received final cover. The estimated cost for final closure of the Hawthorn Park RDF is \$3,543,530 in 2021 dollars, as shown in Appendix III-9A, Closure Cost Estimate.

The breakdown of the cost estimate is presented in Appendix III-9A and is based on closure of a 121-acre area, which is the largest operational area projected to require closure at current conditions, as shown on Figure III-7-4.

In accordance with 30 TAC §330.503(a), the required closure cost estimate includes closure of the largest waste fill area that could potentially be open in the year to follow and those areas that have not received final cover. In accordance with 30 TAC §330.503(a)(2) and (3), the closure cost estimate (increase or decrease) will be revised after approval of this permit amendment application to reflect the largest waste fill area that could potentially be open for the following year after permit approval. The cost estimate will then be updated annually, as described below.

1.1 Annual Update

The facility's conditions will be reviewed on an annual basis to verify that the current active areas comply with the closure cost estimate. Revisions will be made to the closure cost estimate as necessary to correct discrepancies.

An increase in the closure cost estimate and the amount of financial assurance provided will be made if changes in the closure plan or the landfill conditions increase the maximum cost of closure at any time during the remaining active life of the facility. An increase in financial assurance to cover an increase in the cost estimate must be made within 60 days of the approval of the revised cost estimate by the Texas Commission on Environmental Quality (TCEQ) Executive Director (ED).

A reduction in the closure cost estimate and the amount of financial assurance required may be allowed if the cost estimate exceeds the maximum cost of closure at any time during the remaining life of the facility and written notice is provided to the TCEQ ED with a detailed justification for reducing the closure cost estimate and amount of financial assurance. A reduction in the cost estimate and the financial assurance will require a permit modification. The financial assurance will not be reduced until the revised closure cost estimate has been approved by the TCEQ ED.

An annual update of the closure cost estimate for inflation is also required, as discussed below in Section 1.2.

1.2 Financial Assurance for Closure

In accordance with 30 TAC §330.503(b) and §37.111, continuous financial assurance coverage for closure will be provided until the facility is officially placed under the post-closure maintenance period and the TCEQ ED has approved, in writing, all requirements of the closure plan.

In accordance with 30 TAC §37.131, during the active life of the facility, the current cost estimate will be adjusted annually for inflation within 60 days prior to the anniversary of the establishment of the financial instrument(s) used. The evidence of any additional financial assurance will be provided to the TCEQ ED within 30 days after the anniversary date of the first establishment of the financial assurance mechanism.

The adjustment for inflation may be made by recalculating the maximum cost of closure in current dollars, or by using an inflation factor derived from the most recent Implicit Price Deflator for Gross National Product published by the US Department of Commerce in the Survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year. Multiplying the closure cost estimate by the inflation factor makes the first adjustment. The result is the adjusted closure cost estimate. Multiplying the latest adjusted closure cost estimate by the latest inflation factor makes subsequent adjustments.

If the TCEQ ED approves a revised closure cost estimate prior to the annual inflation update, an additional update for inflation only is not required. The regular annual inflation update will resume the following year.

In accordance with 30 TAC §330.63(j), a copy of the financial assurance documentation for closure of the existing facility is included in Appendix III-9C.

2.0 COST ESTIMATE FOR POST-CLOSURE CARE

The cost estimate to perform the post-closure care maintenance, as described in Part III, Attachment 8, is estimated to be \$322,214 in 2021 dollars, as shown in Appendix III-9B, Post-Closure Cost Estimate. The cost estimate is based upon hiring a third party to conduct post-closure care activities for the facility, in accordance with Attachment 8, as required by 30 TAC §330.507. The estimate accounts for the total cost of conducting post-closure care for the largest area that could possibly require post-closure care in the year to follow, including annual and periodic costs as described in the post-closure plan over the entire post-closure care period. The breakdown of the cost estimate is presented in Appendix III-9B.

2.1 Annual Update

The facility's conditions will be revised on an annual basis to verify that the current operations comply with the constraints of the post-closure cost estimate. Revisions will be made to the post-closure cost estimate as necessary to correct discrepancies.

An increase in the post-closure care cost estimate and the amount of financial assurance provided will be made if changes in the post-closure care plan or the facility conditions increase the maximum costs of post-closure care. An increase in financial assurance to cover an increase in the cost estimate must be made within 60 days of the approval of the revised cost estimate by the TCEQ ED.

A reduction in the post-closure care cost estimate and the amount of financial assurance required may be allowed if the cost estimate exceeds the maximum costs of post-closure care remaining over the post-closure period and written notice is provided to the TCEQ ED of the detailed justification for the reduction of the post-closure cost estimate and the amount of financial assurance. A reduction in the cost estimate and the financial assurance will require a permit modification. The financial assurance will not be reduced until the revised post-closure cost estimate has been approved by the TCEQ ED.

An annual update of the post-closure cost estimate for inflation is required as discussed below in Section 2.2.

2.2 Financial Assurance for Post-Closure

In accordance with 30 TAC §330.507(b) and §37.111, continuous financial assurance coverage for post-closure will be provided until the TCEQ ED officially releases, in writing, the facility from the post-closure care period.

In accordance with 30 TAC §37.131, during the active life of the facility, the current cost estimate will be adjusted annually for inflation within 60 days prior to the anniversary of the establishment of the financial instrument(s) used. The evidence of any additional financial assurance will be provided to the TCEQ ED within 30 days after the anniversary date of the first establishment of the financial assurance mechanism.

The inflation adjustment may be made by recalculating the maximum cost of closure in current dollars, or by using an inflation factor derived from the most recent Implicit Price Deflator for Gross National Product published by the US Department of Commerce in the Survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year. Multiplying the closure cost estimate by the inflation factor makes the first adjustment. The result is the adjusted closure cost estimate. Multiplying the latest adjusted closure cost estimate by the latest inflation factor makes subsequent adjustments.

If the TCEQ ED approves a revised post-closure cost estimate prior to the annual inflation update, an additional update for inflation only is not required. The regular annual inflation update will resume the following year.

In accordance with 30 TAC §330.63(j), a copy of the financial assurance documentation for closure of the existing facility is included in Appendix III-9C.

**PART III, ATTACHMENT 9
APPENDIX III-9A
CLOSURE COST ESTIMATE**

**APPENDIX III-9A
CLOSURE COST ESTIMATE
HAWTHORN PARK LANDFILL
HARRIS COUNTY, TX**

LARGEST AND MOST EXPENSIVE AREA REQUIRING CLOSURE

Total surface area to be closed and capped = 129.8 Acres
Approximate permit boundary area = 210.2 Acres

Item No.	Item Description	Units	Quantity	Unit Cost	Cost	Source of Unit Cost
1. Engineering Costs						
1.1	Topographic Survey	LS	1	\$10,000	\$ 10,000	Based on experience with similar projects
1.2	Boundary Survey for Affidavit	LS	1	\$9,000	\$ 9,000	Based on experience with similar projects
1.3	Site Evaluation	LS	1	\$10,000	\$ 10,000	Estimate of man hours required and experience with similar projects
1.4	Development of Plans	LS	1	\$25,000	\$ 25,000	Based on experience with similar projects
1.5	Contract Administration	LS	1	\$5,000	\$ 5,000	Based on experience with similar projects
1.6	Closure Inspection and Testing	Ac	129.8	\$5,000	\$ 649,000	Based on experience with similar projects
1.7	TPDES and other Permits	LS	NA	NA	NA	Existing
1.8	Additional Engineering Cost Items (describe in attachments)	NA	NA	NA	NA	None
1.9 Engineering Costs Subtotal						
1.9.1	Engineering Costs Subtotal				\$ 708,000	
2. Construction Costs						
2.1 Mobilization						
2.1	Mobilization		1	\$113,482	\$ 113,482	5% of Construction Costs
2.2 Final Cover System						
<i>2.2.1 Side Slope Cover</i>						
2.2.1a	Infiltration Layer - Compacted Clay	CY	58,080	\$5	\$ 290,400	Based on experience with similar projects
2.2.1b	Infiltration Layer - Geosynthetic Clay Liner	SF	NA	NA	NA	NA
2.2.1c	Felxible Membrane Cover - HDPE	SF	NA	NA	NA	NA
2.2.1d	Felxible Membrane Cover - LLDPE	SF	NA	NA	NA	NA
2.2.1e	Drainage Layer - Aggregate	CY	NA	NA	NA	NA
2.2.1f	Drainage Layer - Drainage Geocomposite Material	SF	NA	NA	NA	NA
2.2.1g	Erosion Layer	CY	19,360	\$3.5	\$ 67,760	Based on experience with similar projects
2.2.1h	Vegetation	Ac	24	\$1,000	\$ 24,000	Based on experience with similar projects
<i>2.2.2 Top Slope Cover</i>						
2.2.2a	Infiltration Layer - Compacted Clay	CY	256,036	\$5	\$ 1,280,180	Based on experience with similar projects
2.2.2b	Infiltration Layer - Geosynthetic Clay Liner	SF	NA	NA	NA	NA
2.2.1c	Felxible Membrane Cover - HDPE	SF	NA	NA	NA	NA

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CLOSURE COST ESTIMATE
HAWTHORN PARK LANDFILL
HARRIS COUNTY, TX**

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Total surface area to be closed and capped = 129.8 Acres
Approximate permit boundary area = 210.2 Acres

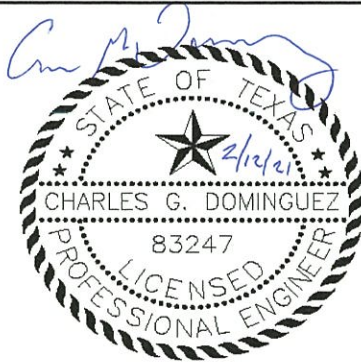
Item No.	Item Description	Units	Quantity	Unit Cost	Cost	Source of Unit Cost
2.2.2d	Felxible Membrane Cover - LLDPE	SF	NA	NA	NA	NA
2.2.2e	Drainage Layer - Aggregate	CY	NA	NA	NA	NA
2.2.2f	Drainage Layer - Drainage Geocomposite Material	SF	NA	NA	NA	NA
2.2.2g	Erosion Layer	CY	85,345	\$3.5	\$ 298,709	Based on experience with similar projects
2.2.2h	Vegetation	Ac	49	\$1,000	\$ 49,000	Based on experience with similar projects
2.3 Site Grading						
2.3.1	Site Grading	Ac	129.8	\$1,000	\$ 129,800	Based on experience with similar projects
2.4 Site Fencing and Security						
2.4.1	Site Fencing and Security	LF	0	\$10	\$ -	Existing
2.5 Landfill Gas Monitoring and Control Systems						
2.5.1	Gas Control Wells	NA	NA	NA	NA	
2.5.2	Gas Header Piping	NA	NA	NA	NA	
2.5.3	Gas Lateral Piping	NA	NA	NA	NA	
2.5.4	Flare Station	NA	NA	NA	NA	
2.5.5	Condensate Sumps	NA	NA	NA	NA	
2.5.6	Completion of LFG Monitoring System	NA	NA	NA	NA	
2.6 Groundwater Monitoring System						
2.6.1	Monitor Well Installation	Each	0	\$5,000	\$ -	
2.6.2	Piezometer and Monitor Well Plugging and Abandonment	Each	NA	NA	\$ -	
2.7 Leachate Management						
2.7.1	Completion of Leachate Management System	NA	NA	NA	NA	None
2.8 Stormwater Management						
2.8.1	Stormwater Drainage Management System	Ac	129.8	\$1,000	\$ 129,800	Based on experience with similar projects
2.8 Other Cost Items						
2.9.1	Additional Construction Cost Items (describe in attachments)	NA	NA	NA	NA	NA
2.10 Construction Costs Subtotal						
2.10.1	Construction Costs Subtotal				\$ 2,383,131	
3. Storage and Processing Unit Closure Costs						
3.1	Waste Disposal	Tn	50	\$3.10	\$ 155	Based on experience with similar projects
3.2	Material Removal and Disinfection	Tn	NA	NA	\$ -	
3.3	Demolition and Disposal Units	LS	1	\$3,500	\$ 3,500	Based on experience with similar projects

**APPENDIX III-9A
CLOSURE COST ESTIMATE
HAWTHORN PARK LANDFILL
HARRIS COUNTY, TX**

LARGEST AND MOST EXPENSIVE AREA REQUIRING CLOSURE

Total surface area to be closed and capped = 129.8 Acres
Approximate permit boundary area = 210.2 Acres

Item No.	Item Description	Units	Quantity	Unit Cost	Cost	Source of Unit Cost
3.4	Additional Items	NA	NA	NA	\$ -	
3.5	Storage and Processing Unit Closure Costs Subtotal					
3.5.1	Storage and Processing Unit Closure Costs Subtotal				\$ 3,655	
4. Sum of Engineering, Construction, and Storage and Processing Unit Closure Costs						
4.1	Sum of Engineering, Construction, and Storage and Processing Unit Closure Costs				\$ 3,094,786	
5. Contingency						
5.1	Contingency (10% of Sum of Cost Subtotals)				\$ 309,479	
6. Contract Performance Bond						
6.1	Purchase of Surety Bond Guarantee (2% of Sum of Cost Subtotals)				\$ 61,896	
7. Administrative and Legal						
7.1	TCEQ Contract Admin (2.5% of Sum of Cost Subtotals)				\$ 77,370	
8. Total Closure Cost						
8.1	Total Closure Cost (4.1, 5.1, 6.1, 7.1)				\$ 3,543,530	



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*For Sheets 111-9A-1 through
111-9A-3*

**PART III, ATTACHMENT 9
APPENDIX III-9B
POST-CLOSURE COST ESTIMATE**

**APPENDIX III-9B
POST-CLOSURE COST ESTIMATE
HAWTHORN PARK LANDFILL
HARRIS COUNTY, TX**

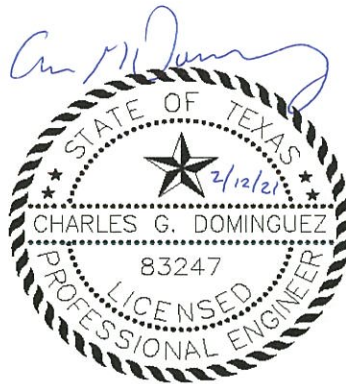
Total surface area to be closed and capped = 179.9 Acres
Approximate permit boundary area = 210.2 Acres

Item No.	Item Description	Units	Quantity	Unit Cost	Cost	Source of Unit Cost
1.0	Engineering Costs					
1.1	Site Inspection and Recordkeeping	LS	1	\$5,000	\$ 5,000	Based on experience with similar projects
1.2	Correctional Plans and Specifications	LS	0.2	\$5,000	\$ 1,000	
1.3	Site Monitoring					
1.3.1	Groundwater Monitoring System					
1.3.1(a)	Sampling and Analysis of GW Monitoring Wells (Quantity = 2 x Number of Wells)	Wells	32	\$300	\$ 9,600	Based on experience with similar projects
1.3.1(b)	Piezometer / Well Abandonment	Ea	NA	NA	\$ -	
1.3.2	LFG Monitoring System					
1.3.2(a)	LFG Quarterly Monitoring	Ea	17	\$100	\$ 1,700	Based on experience with similar projects
1.3.2(b)	LFG Probe Plugging / Abandonment	Ea	NA	NA	\$ -	
1.4	Additional Costs Not Listed		NA	NA	\$ -	
1.5.1	Engineering Costs Subtotal				\$ 17,300	
2.0	Construction and Maintenance Costs					
2.1	Cap and Sideslopes Repairs and Revegetation	Ac	18.0	\$1,500	\$ 26,985	Based on experience with similar projects - 10% of cap area
2.2	Mowing and Vegetation Control	Ac	179.9	\$25	\$ 4,498	Based on experience with similar projects
2.3	Groundwater Monitoring System Maintenance	Wells	0.1	\$5,000	\$ 500	Based on experience with similar projects
2.4	LFG Monitoring Probes Maintenance	Probes	0.1	\$5,000	\$ 500	Based on experience with similar projects
2.5	LFG Collection System Maintenance		NA	NA		
2.6	Perimeter Fence and Gates Maintenance	LS	1	\$1,000	\$ 1,000	Based on experience with similar projects
2.7	Access and Rights of Way Maintenance	LS	1	\$2,500	\$ 2,500	Based on experience with similar projects
2.8	Drainage System Cleanout and Repairs	LS	0.2	\$20,000	\$ 4,000	Based on experience with similar projects
2.9	Additional Costs Not Listed		NA	NA	\$ -	
2.10.1	Construction and Maintenance Costs Subtotal				\$ 39,983	

**APPENDIX III-9B
POST-CLOSURE COST ESTIMATE
HAWTHORN PARK LANDFILL
HARRIS COUNTY, TX**

Total surface area to be closed and capped = 179.9 Acres
Approximate permit boundary area = 210.2 Acres

Item No.	Item Description	Units	Quantity	Unit Cost	Cost	Source of Unit Cost
4.0	Sum of Cost Subtotals (1.5.1, 2.10.1)					
4.1	Engineering, Construction and Maintenance Cost Subtotals				\$ 57,283	
5.0	Contingency					
5.1	Contingency (10% of Sum of Cost Subtotals)				\$ 5,728	
6.0	Third Party Administration and Project Management Costs					
6.1	(2.5% of Sum of Cost Subtotals)				\$ 1,432	
7	Total Closure Cost (4.1, 5.1, 6.1)					
7.1	Total Post-Closure Cost (Sum of amounts in Sections 4, 5, and 6)				\$ 64,443	
7.2	5-Year Post-Closure Costs (Total Annual Post-Closure Cost x 5)				\$ 322,214	



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*For sheets 111-9B-1
through 111-9B-2*

PART III, ATTACHMENT 9

APPENDIX III-9C

CURRENT EVIDENCE OF FINANCIAL ASSURANCE

Facility Name: Hawthorne Park C & D Landfill
Permit No.: 2185

Bond No. 1016486

RIDER

To be attached to and form a part of Closure/Post Closure Bond, No. 1016486

dated the 19th day of February, 2006 issued by
LEXON Insurance Company, 10002 Shelbyville Road, Louisville, KY 40223
as Surety, on behalf of
USA Waste of Texas Landfills, Inc., 10550 Tanner Road, Houston, TX 77064, as Principal,

in the penal sum of Two Million One Thousand Eight Hundred Fifty-Nine and 00/100
Dollars (\$ 2,001,859.00), and in favor of Texas Commission on Environmental Quality
12100 Park 35 Circle, Building A, Austin, TX 78753

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will increase the bond amount as follows:

Current Closure Amount: \$3,478,205.00
New Closure Amount: \$3,540,812.69
Current Post-Closure Amount: \$516,115.00
New Post-Closure Amount: \$525,405.07
Total Penal Sum: \$4,066,217.76

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of August, 2020
Signed, sealed and dated this 27th day of July, 2020

WITNESS:

Sandra L. Fusinetti PRINCIPAL

USA Waste of Texas Landfills, Inc.

By Susan Ritter
Susan Ritter, Attorney-in-Fact

WITNESS:

Sandra L. Fusinetti

LEXON Insurance Company

By Theresa Pickerrell
Theresa Pickerrell, Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

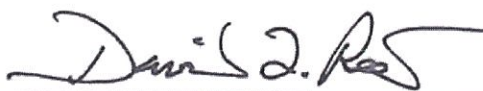
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 27th, 2020.

Witness:



On behalf of Waste Management, Inc. and each of the other WM Entities



David Reed
Vice President and Treasurer



POWER OF ATTORNEY

ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of July, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately suspended. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870