August 8, 2018

Re: Open Public Records Act Request

Dear Sir or Madam,

Enclosed, please find a completed Request for Public Records form obtained from the Port Authority of New York and New Jersey’s website. Under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., I am requesting an opportunity to inspect or obtain copies of public records of all Bond and Bond Information for the below (a copy of which is attached herewith):

Trevcon Construction Co., Inc.  
JOB No. 5245  
The Port Authority of New York & New Jersey  
Contract No. NYNJRR-644.531  
Transfer Bridge No. 10 Reconstruction at Greenville Yard Terminal and Fender Modifications at 65th Street Yard Terminal in Brooklyn, New York

If there are any fees for searching or copying these records, please inform me of the cost. However, in lieu of hard copies, I would prefer electronic copies if electronic copies are available.

The New Jersey Open Public Records Act requires a response time of seven business days. If access to the records I am requesting will take longer than this amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records. If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Thank you for your anticipated cooperation in this matter.

Respectfully submitted,

The McKenna Law Firm LLC

/s/ Keith A. McKenna

Keith A. McKenna, Esq.

KAM/ncd  
Enclosure(s)
Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

All bond and Bond information for:
Trevcon Construction Co., Inc.
Job No: 5245
Contract No: NYNSRB-644,531
Trevcon Construction Co., Inc.
30 Church St., PO Box 811, Liberty Corner, NJ 07938-811

SCHEDULE "B"

DESCRIPTION OF WORK:

Provide labor, equipment, materials and supervision as required to drill rock sockets for caissons and mono-piles as required, including acceptance testing and owner acceptance, preparation of submittals in accordance with the following schedule of values, scope of work, exclusions, and clarifications. In addition, field testing, and owner acceptance are included, as required. All work shall be performed in accordance with the attached "Schedule A" Contract Documents, and as otherwise required by Trevcon Construction Co., Inc.

SCHEDULE OF VALUES (Unit Price):

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>3C</td>
<td>1</td>
<td>Mobilization/ Demobilization</td>
<td>Lump Sum</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>3C</td>
<td>14</td>
<td>Drill and clean out 23&quot; Diam. Rock Socket to 17'-0&quot; depth for 42&quot; O.D. x 1.00&quot; W.T. Caisson</td>
<td>Each</td>
<td>$5,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>3C</td>
<td>10</td>
<td>Drill and clean out 23&quot; Diam. Rock Socket to 20'-0&quot; depth for 36&quot; O.D. x 0.750&quot; W.T. Caisson</td>
<td>Each</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>3C</td>
<td>TBD</td>
<td>Standby, or any Remedial Work to Clean Out</td>
<td>Per Hour</td>
<td>$850.00</td>
<td>TBD</td>
</tr>
<tr>
<td>3C</td>
<td>TBD</td>
<td>Unmanned Standby - Rig &amp; Casing</td>
<td>Per Day</td>
<td>$1,200.00</td>
<td>TBD</td>
</tr>
<tr>
<td>3C</td>
<td>TBD</td>
<td>Overtime</td>
<td>Per Hour</td>
<td>$50.00</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Unit Price Item Payment:

All Unit Price Contract Quantities are estimated only. Payment is predicated on actual quantities as verified by Trevcon Construction Co., Inc. and as approved by the Owner. An Estimate Value, Not to Exceed $200,000 is assigned to the value of this Subcontract.

SCHEDULE:

Subcontractor shall perform work as required per Trevcon Construction Co., Inc. and in conformance with Owner/Engineer approved Critical Path Method Schedule to be provided under a separate cover. Subcontractor shall provide monthly updates as pertain to electrical scope of work to Contractor's scheduler in order to incorporate into master schedule. Subcontractor shall furnish adequate manpower to perform its scope of work ahead of Contractor's completion milestones and demands or as otherwise required by Contractor's site supervision.

SCOPE OF WORK:

Perform permanent caisson drilling and provide submittals as required in conformance Contract Documents listed in Schedule A. Submittals shall be furnished in conformance with Division 1 - General Provision 103. "Shop Drawings, Catalog Cuts and Samples", Contract Specification Section 02379 "Caissons (Drilled Shafts)" Appendix A, and Conformed Contract Drawings S001 (Rev.2), S002 (Rev. 2), S003 (Rev. 2), S009 (Rev. 2) and Drawing Numbers GY-SL-025, GY-SL-026. Submittals shall include, but shall not be limited to complete description of the proposed equipment and methods of caisson excavation and support of excavation, plan for use of bentonite slurry (if applicable)
including design of slurry mix, methods and equipment for handling and disposing of slurry, proof of Subcontractor’s compliance with the experience requirements of 1.03 A. Subcontract is contingent upon receipt of Owner/Engineer approved submittals.

CLARIFICATIONS:

1. Contractor shall locate and pre-excavate to expose portions of existing utilities within the caisson work area, and shall provide support and protection as necessary such as not to adversely affect the integrity of the utilities due to construction activities.

2. Contractor shall drive permanent caissons to rock elevation as determined by Owner’s Engineer (minimum tip elevation -65.0 feet for abutment caissons, average top elevation of -74 for bridge or to rock as determined by Owner’s Engineer elevations indicated on Contract Drawing S003 (Rev. 2) and S009 (Rev. 2)).

3. Subcontractor’s means and methods include drilling a temporary casing within the permanent casing from the refusal elevation of the permanent casing to the start of competent rock (below the permanent casing).

4. Contractor includes cleaning out of overburden (mud).

5. Drilling of 23” diameter rock sockets as required to either 17’-0” or 20’-0” depth from temporary casing depth at competent rock elevation as approved by Owner’s Engineer is included. Temporary casing shall be extracted after each hole is drilled to depth required. Any remedial work to clean out socket prior to Contractor’s placement of tremie concrete, reinforcing cage and/or Osterberg Cell shall be performed by the Subcontractor at the direction of the Contractor on an hourly basis at $850.00 per hour.

6. Subcontractor includes removal of drill cuttings from drilled rock socket and containers supplied by Contractor.

7. Disposal shall be by Contractor or others.

8. All work shall be performed during normal working hours. If overtime is required, an additional premium of $50.00 per hour, per man charge will apply.

9. Multiple mobilizations will be required as work is being performed in stages.

10. Any drilling and grouting shall be performed by others.

11. It is anticipated that there will be either stand-by or a re-mobilization required between the drilling of the 42” O.D. x 1.00” W.T. caissons at the bridge abutment and the 36” O.D. x .75” W.T. caissons for the pile caps for the gantry pedestals. Should this stand-by exceed 25 days of stand-by at a rate of $1,200.00 per day or should Subcontractor demobilize for another project during this duration of time, a maximum of $30,000 should be charged for stand-by or for re-mobilization cost.

12. Subcontract is responsible for maintaining a clean working environment. Any drill cuttings, waste or garbage shall be placed in designated containers provided by others.

13. Subcontractor is responsible for coordinating work with other Subcontractors and Suppliers on the project.

14. All work performed by Subcontractor shall be done in accordance with Local, State and Federal Safety Regulations.

15. Submittals in accordance with the Contract Documents listed in Schedule “A” or as otherwise required by the Owner/Engineer are included. Subcontract is contingent upon receipt of Owner/Engineer approved submittals. As stipulated in the Form of Contract clause entitled “Assignments and Subcontracts”, the Contractor shall be required to obtain the prior written approval of the Owner for each Subcontract the Contractor desires to enter into, including the Subcontractor and terms of the Subcontract.

16. In order to conform with the policy of the Owner the Subcontractor agrees that the provisions of N.J.S.A. 10:2-1 through 102-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this Subcontract and are binding upon him and that it shall not be a defense to the Subcontractor in any action arising directly or indirectly out of such legislation and Rules and Regulations that the Owner and Contractor may not be subject thereto. The provisions of numbered clause 44 “Equal Employment Opportunity” are for the benefit of the Attorney General of the State of New Jersey.
DEPOSITS

At this time, no fees or deposits are charged for the fulfillment of requests for access to records.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):
(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven business days.**)

N.J.S.A. 47:1A-1.1
- Inter-agency or intra-agency advisory, consultative or deliberative material
- Legislative records
- Law enforcement records:
  - Medical examiner photos
  - Criminal investigatory records (however, N.J.S.A. 47:1A-3.b. lists specific criminal investigatory information which must be disclosed)
  - Victims’ records
- Trade secrets and proprietary commercial or financial information
- Any record within the attorney-client privilege
- Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
- Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- Security measures and surveillance techniques which, if disclosed, would create a risk to the safety or persons, property, electronic data or software
- Information which, if disclosed, would give an advantage to competitors or bidders
- Information generated by or on behalf of public employers or public employees in connection with:
  - Any sexual harassment complaint filed with a public employer
  - Any grievance filed by or against an employee
  - Collective negotiations documents and statements of strategy or negotiating
- Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- Information that is to be kept confidential pursuant to court order
- Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
- Social security numbers
- Credit card numbers
- Unlisted telephone numbers
- Drivers’ license numbers
- Certain records of higher education institutions:
  - Research records
  - Questions or scores for exam for employment or academics
  - Charitable contribution information
  - Rare book collections gifted for limited access
  - Admission applications
  - Student records, grievances or disciplinary proceedings revealing a students’ identification
Biotechnology trade secrets N.J.S.A. 47:1A-1.2
Convicts requesting their victims' records N.J.S.A. 47:1A-2.2
Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) N.J.S.A. 47:1A-3.2
Public defender records N.J.S.A. 47:1A-5.k.
Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law N.J.S.A. 47:1A-9
Personnel and pension records (however, the following information must be disclosed):
- An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
- When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
- Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information N.J.S.A. 47:1A-10

N.J.S.A. 47:1A-1

"A public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)
Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)
Certain records maintained by the Office of the Governor
Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
Information in a personal income or other tax return
Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.
(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records.
If multiple records are requested, be specific as to which exemption(s) apply to each record.)
1. All government records are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.

2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5.g. The seven (7) business day response time does not commence until the records custodian receives the request form. If you submit the request form to any other officer or employee of the Port Authority, that officer or employee must either forward the request to the appropriate custodian, or direct you to the appropriate custodian. N.J.S.A. 47:1A-5.h.

3. Requestors may submit requests anonymously. If you elect not to provide a name, address, or telephone number, or other means of contact, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request.

4. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the Port Authority.

5. You may be charged a 50% or other deposit when a request for copies exceeds $25. The Port Authority custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records. Anonymous requests in excess of $5.00 require a deposit of 100% of estimated fees.

6. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, and who is seeking government records containing personal information pertaining to the person's victim or the victim's family. This includes anonymous requests for said information.

7. By law, the Port Authority must notify you that it grants or denies a request for access to government records within seven (7) business days after the agency custodian of records receives the request. If the record requested is not currently available or is in storage, the custodian will advise you within seven (7) business days after receipt of the request when the record can be made available and the estimated cost for reproduction.

8. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.

9. If the Port Authority is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form or other written correspondence and send you a signed and dated copy.

10. Except as otherwise provided by law or by agreement with the requester, if the agency custodian of records fails to respond to you within seven (7) business days of receiving a request, the failure to respond is a deemed denial of your request.

11. If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Port Authority to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ 08625, by e-mail at grc@dca.state.nj.us, or at their website at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

12. Information provided on this form may be subject to disclosure under the Open Public Records Act.
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  PRA No. 19416
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

William Shalewitz, Freedom of Information Administrator

Signature: ____________________________ Date: 08/14/2018

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

✓ The requested records are being made available.

☐ Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:

☐ A diligent search has been conducted, and no records responsive to your request have been located.

☐ The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

☐ Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

☐ The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

✓ Other:

Material responsive to your request can be found on the Port Authority's website at http://corpinfo.panynj.gov/documents/19416-C/. Paper copies of the available records are available upon request.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned contractors and surety company (or companies), as principal and surety (or sureties), respectively,

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trevcon Construction Company, Inc.</td>
<td>Zurich American Insurance Company</td>
</tr>
<tr>
<td>30 Church Street</td>
<td>and Fidelity and Deposit Company of Maryland</td>
</tr>
<tr>
<td>Liberty Corner, NJ 07938</td>
<td>1400 American Lane, Tower I, 18th Floor</td>
</tr>
<tr>
<td><em>a corporation organized under the laws of State of NJ</em></td>
<td>Schaumburg, IL 60196</td>
</tr>
</tbody>
</table>

*Last names of the Contractor and surety company (or companies) in the appropriate columns. If space is insufficient add rider.

If the Contractor is a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of _____________________________.

If the Contractor is a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of _____________________________.

If the Contractor is an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of ___________________________.

109
are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the
"Authority") in the penal sum of
THIRTY MILLION FOUR HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED
Dollars

and 00

Cents ($30,452,500.00), for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators,
successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally
liable for said penal sum.

Signed this 19TH day of August 2015

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with the Authority, a copy
of which is hereby made a part of this bond as though herein set forth in full and which is designated
Contract NYNJrR-644.531 - "New York and New Jersey Rail, LLC - Transfer Bridge No. 10
Reconstruction at Greenville Yard Terminal and Pender Modifications at 65th Street Yard Terminal in
Brooklyn, New York ", and

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed
by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and
workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done
and performed according to the terms and true intent and meaning of said Contract and if all lawful claims
of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid,
then this obligation shall be void, otherwise the same shall remain in full force and effect; it being
expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the
aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal
amount of this obligation as hereabove stated.

This undertaking is for the benefit of the Authority and all subcontractors, materialmen and workmen
having lawful claims arising out of the performance of said Contract, and all such subcontractors,
materialmen and workmen (as well as the Authority itself) shall have a direct right of action upon this
bond; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and
subordinate to those of the Authority.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their
bond shall be in no way impaired or affected by any extensions of time, modifications, omissions, additions
or changes in or to the said Contract or the construction to be performed thereunder, or by any supervision
or inspection or omission to supervise or inspect the construction, or by any payment thereunder before
the time required therein, or by any waiver of any provision or condition thereof (whether precedent or
subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any
construction to be performed or any moneys due or to become due thereunder, and said sureties do hereby
waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments,
waivers, assignments, subcontractors and transfers, and hereby expressly stipulate and agree that any and all
things done and omitted to be done by and in relation to assignees, subcontractors and other transferees
shall have the same effect as to said sureties as though done by or in relation to said principal.
The sureties shall give the General Counsel of the Authority the following notices:

A. Written notice of an intent to pay any claim of a subcontractor, materialman or workman hereunder;

B. Written notice within five days of the institution of an action by a subcontractor, materialman or workman hereunder.

The sureties shall not pay the claim of any subcontractor, materialman or workman hereunder until the expiration of thirty days after receipt by said General Counsel of notice under either subparagraph A or B above, describing the claim to be paid.

IN WITNESS WHEREOF, the principal and the sureties have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Trevcon Construction Company, Inc.

(Seal)

By: ____________________________

[Signature]

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Surety

By: ____________________________

[Signature]

Adrienne Scalera, Attorney-In-Fact

APPROVED AS TO ACCERTABILITY OF SURETIES

[Signature]

Credit Manager

September 11, 2015

21 If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

22 Add signatures of additional sureties, if any.
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of: New Jersey SS:

County of: Somerset

On this 19th day of Aug., 2015, before me personally came and appeared Ramon J. Ilio, to me known, who being by me duly sworn, did depose and say that he resides at [redacted] and that he is the Vice Pres. of Trevcon Construction Co., Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(Notary Seal)

DOROTHY DeFARIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/31/2016

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of: ______________ SS:

County of: ______________

On this __________ day of __________, 20__, before me personally came and appeared __________ to me known, and known to me to be one of the members of the firm of __________, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of: ______________ SS:

County of: ______________

On this __________ day of __________, 20__, before me personally came and appeared __________ to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Notary Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

112
ACKNOWLEDGMENT BY SURETY COMPANY
(Signed by One Authorized Person)

STATE OF NEW JERSEY
COUNTY OF UNION

On this 19th day of August 2015 before me personally came, ADRIANNE SCALERA

SS:
to me personally known and known to me to be ATTORNEY-IN-FACT of

Zurich American Insurance Company and Fidelity and Deposit Company of Maryland

a corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that

he/she resides at ______________________, and that he/she is the ATTORNEY-IN-FACT of

said corporation; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporation

seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto

by like order; and that the said corporation has, pursuant to Section 1111 of the Insurance Law of the State of New York, received

from the Superintendent of Insurance of the State of New York a certificate of qualification evidencing the

qualification of said corporation and its sufficiency under any law of the State of New York as surety or guarantor, and the

propriety of accepting and approving it as such; and that such certificate has not been revoked.

KATHLEEN M. CRISTIANO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 16, 2018
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2014

<table>
<thead>
<tr>
<th>Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$142,720,308</td>
</tr>
<tr>
<td>Stocks</td>
<td>$21,816,223</td>
</tr>
<tr>
<td>Cash and Short Term Investments</td>
<td>2,077,768</td>
</tr>
<tr>
<td>Reinsurance Recoverable</td>
<td>10,375,503</td>
</tr>
<tr>
<td>Other Accounts Receivable</td>
<td>46,778,921</td>
</tr>
<tr>
<td><strong>Total Admitted Assets</strong></td>
<td>$223,768,523</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities, Surplus and Other Funds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for Taxes and Expenses</td>
<td>$1,321,332</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>$49,965,411</td>
</tr>
<tr>
<td>Securities Lending Collateral Liability</td>
<td>$55,291,807</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$168,472,716</td>
</tr>
<tr>
<td>Capital Stock, Paid Up</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Surplus</td>
<td>163,472,717</td>
</tr>
<tr>
<td><strong>Surplus as regards Policyholders</strong></td>
<td>$223,768,523</td>
</tr>
</tbody>
</table>

Securities carried at $98,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be $227,396,393 and surplus as regards policyholders $172,640,554.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.

State of Illinois
City of Schaumburg  } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

[Notary Public Seal]
ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2014 and December 31, 2013

<table>
<thead>
<tr>
<th>Assets</th>
<th>12/31/2014</th>
<th>12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds</td>
<td>$17,933,136,841</td>
<td>$18,910,565,123</td>
</tr>
<tr>
<td>Preferred Stock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Stock</td>
<td>3,213,984,517</td>
<td>2,411,755,638</td>
</tr>
<tr>
<td>Other Invested Assets</td>
<td>2,602,435,920</td>
<td>2,555,132,631</td>
</tr>
<tr>
<td>Short-term Investments</td>
<td>707,396,303</td>
<td>327,019,081</td>
</tr>
<tr>
<td>Receivable for securities</td>
<td>20,324,654</td>
<td>123,767,865</td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>9,155,828</td>
<td>(53,045,469)</td>
</tr>
<tr>
<td>Securities lending reinsured collateral assets</td>
<td>167,993,212</td>
<td>208,060,537</td>
</tr>
<tr>
<td>Employee Trust for Deferred Compensation Plan</td>
<td>140,656,152</td>
<td>142,420,057</td>
</tr>
<tr>
<td>Total Cash and Invested Assets</td>
<td>$24,796,652,816</td>
<td>$24,643,676,503</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities and Policyholders' Surplus</th>
<th>12/31/2014</th>
<th>12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss and LAB Reserves</td>
<td>$13,922,765,027</td>
<td>$13,894,112,927</td>
</tr>
<tr>
<td>Unearned Premium Reserve</td>
<td>4,902,859,029</td>
<td>4,321,146,277</td>
</tr>
<tr>
<td>Funds Held with Reinsurers</td>
<td>191,291,330</td>
<td>152,406,548</td>
</tr>
<tr>
<td>Loss in Course of Payment</td>
<td>306,093,345</td>
<td>357,022,606</td>
</tr>
<tr>
<td>Commission Reserve</td>
<td>79,627,248</td>
<td>68,132,284</td>
</tr>
<tr>
<td>Federal Income Tax Payable</td>
<td>115,515,576</td>
<td>256,773,995</td>
</tr>
<tr>
<td>Prescriptions and Items Unallocated</td>
<td>123,759,621</td>
<td>111,710,550</td>
</tr>
<tr>
<td>Payable to parent, others and affiliates</td>
<td>154,224,298</td>
<td>154,428,297</td>
</tr>
<tr>
<td>Provision for Reinsurance</td>
<td>59,185,897</td>
<td>43,942,761</td>
</tr>
<tr>
<td>Ceded Reinsurance Premiums Payable</td>
<td>721,709,660</td>
<td>807,651,125</td>
</tr>
<tr>
<td>Securities Lending Collateral Liability</td>
<td>167,993,212</td>
<td>208,060,537</td>
</tr>
<tr>
<td>Other Liabilities</td>
<td>1,949,229,451</td>
<td>1,942,241,429</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$22,294,290,200</td>
<td>$22,385,282,849</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policyholders' Surplus</th>
<th>12/31/2014</th>
<th>12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Capital Stock</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Paid-In and Contributed Surplus</td>
<td>4,394,131,321</td>
<td>4,294,131,321</td>
</tr>
<tr>
<td>Surplus Notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Surplus Funds</td>
<td>57,824,000</td>
<td>34,965,000</td>
</tr>
<tr>
<td>Cumulative Unrealized Gain</td>
<td>572,072,362</td>
<td>550,156,565</td>
</tr>
<tr>
<td>Unrealized Surplus</td>
<td>2,086,702,790</td>
<td>2,839,285,634</td>
</tr>
<tr>
<td>Total Policyholders' Surplus</td>
<td>$8,015,738,672</td>
<td>$7,758,418,339</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Liabilities and Policyholders' Surplus</th>
<th>12/31/2014</th>
<th>12/31/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$30,310,026,672</td>
<td>$30,184,001,188</td>
</tr>
</tbody>
</table>

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2014, according to the best of my knowledge, information and belief.

Corporate Secretary

State of Illinois
County of Cook
Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.

DARRYL JOHNS
Notary Public
State of Illinois
Commission Expires
February 24, 2018
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its agent and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of June, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Eric D. Barnes
Secretary

Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 4th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 093-0056D
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of August, 2015.

Geoffrey Delisio, Vice President