

BUSINESS SERVICE BOND

In consideration of an agreed premium, HUDSON INSURANCE COMPANY (“Surety”), a corporation organized under the laws of the State of DELAWARE and duly authorized to transact surety business, hereby agrees to indemnify BEST ROOF WORKS, LLC DBA NO (“Principal”) against direct pecuniary loss which any Client actually incurs when such loss arises from any Fraudulent or Dishonest Act, as hereinafter defined, of Principal or Principal’s Employee, as hereinafter defined, committed during the term of this bond and while Principal is acting in the capacity as ROOFING for Client pursuant to a written agreement between Principal and Client, subject to the limit of liability provided herein.

LIMIT OF LIABILITY: The limit of liability of Surety for all loss arising from all claims against this bond, regardless of the number of Clients of Principal, shall not exceed the sum of (\$ 25,000.00), TWENTY FIVE THOUSAND AND 00/100 Dollars, regardless of the number of years this bond is in force. This limit shall apply in the aggregate so that Surety's total liability for all claims shall in no event exceed this amount, whether by reason of Fraudulent or Dishonest Act(s), or any other reason whatsoever.

BOND TERM: This bond shall be effective from the 1ST day of JULY, 2024, until midnight on the 30TH day of JUNE, 2025, Eastern Standard Time, unless cancelled earlier in accordance herewith. This bond may be extended only by Continuation Certificate signed by Surety.

DEFINITIONS:

- (i) “Client” shall mean any person, firm or corporation for whom Principal provides services in his, her or its business capacity as stated in the first paragraph of this bond.
- (ii) “Discovery” shall mean when Client, or any director or officer of Principal not in collusion, first become aware of facts which would cause a reasonable person to assume that a loss covered by this bond has been, or may be incurred even though the exact amount or details of the loss may not then be known. Discovery shall include that time at which Client, or any director or officer of Principal not in collusion, should have discovered such possible Fraudulent or Dishonest Act in the exercise of reasonable care.
- (iii) “Employee” shall mean any natural person whom the Principal has the right to direct and control while performing services for Client in the ordinary course of Principal’s business capacity as stated in the first paragraph of this bond, and that Principal compensates directly by salary, wages, or commissions (except directors or officers of Principal, if a corporation, who are not also Employees thereof in some other capacity), and who is engaged in such service in any of the states of the United States of America, or in the District of Columbia.
- (iv) “Fraudulent or Dishonest Act” shall mean an act of theft, larceny or fraud punishable as such under the criminal code in the jurisdiction within which the act occurred, for which a conviction has been obtained.

DISCOVERY: Loss is covered under this bond only if Discovery occurs prior to the expiration, cancellation or termination of this bond, or any Continuation Certificate extending the term of this bond; provided, however, that if this bond is cancelled by Surety, the limitation or cessation of Surety’s obligation shall be as provided in the Cancellation provision hereof.

TERMINATION AS TO FUTURE ACTS OF PRINCIPAL OR EMPLOYEE: This bond shall terminate as to future acts of Principal or Principal’s Employee immediately upon Discovery of any Fraudulent or Dishonest Act on the part of Principal or Principal’s Employee.

OTHER SURETYSHIP OR INSURANCE: Coverage under this bond shall be excess over any other applicable bond or insurance coverage whether such other bond or coverage is primary, excess, contributory, contingent, or otherwise, and whether such coverage is collectible or not. In the event that any loss covered by this bond is also covered, in whole or in part, under other bonds or insurance coverage issued by another party, the total liability of

Surety under this bond shall not exceed, in the aggregate, the lesser of (a) the amount of this bond as set forth above; or (b) that portion of the amount of this bond as set forth above, computed pro rata with the amount available under such other bond or insurance coverage.

NOTICE OF LOSS: As soon as possible, and in no event more than fifteen (15) days after Discovery by Client, Client shall give Surety written notice of any possible Fraudulent or Dishonest act on the part of Principal or any Employee. No suit to recover on account of loss under this bond shall be brought after the expiration of one year (12months) from Discovery by Client of the Fraudulent or Dishonest Act causing such loss. The address for notification of loss is:

**Hudson Insurance Company
1035 Greenwood Blvd, Suite 265
Lake Mary, FL 32746**

CANCELLATION: This bond may be cancelled by Surety by mailing written notice of cancellation to Principal. Such cancellation by Surety shall be effective fifteen (15) days after the date of mailing such notice; provided, however, that if the effective date of cancellation listed in the notice is less than that required under the law where Principal is located, then the effective date of cancellation shall be deemed to be amended to conform to the minimum period required by such law. In the event of cancellation, Surety shall have no obligation after the effective date of cancellation except for claims made for Fraudulent or Dishonest Act(s) committed during the effective period of this bond.

PRIOR FRAUD, DISHONESTY OR CANCELLATION: Principal hereby warrants that neither the Principal nor any Employee has committed any Fraudulent or Dishonest Act in the service of any Client, or otherwise. Surety shall have no liability whatsoever if the Principal or any Employee, prior to the issuance of this bond, committed any Fraudulent or Dishonest Act which the Principal (or any director or officer of Principal not in collusion with such Employee) had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of Principal or any predecessor in interest of Principal covering Principal or any Employee shall have been cancelled as to Principal or said Employee by reason of (a) the discovery of any Fraudulent or Dishonest Act on the part of Principal or said Employee, or (b) the giving of written notice of cancellation as to Principal or said Employee by any such surety or insurer, whether Surety or not, and if Principal or said Employee shall not have been reinstated under the coverage of any such bond or insurance, Surety shall not be liable under this bond. For purposes of this Section only, a Fraudulent or Dishonest Act includes any such act punishable as a crime under the law of the jurisdiction in which the act occurred, whether or not a conviction was obtained therefore.

EXCLUSIONS: This bond does not apply to the defense of any legal proceedings brought against Principal, or to fees, costs or expenses incurred or paid by Principal in prosecuting or defending any legal proceedings whether or not such proceedings would result in a loss to Principal covered by this bond.

NO THIRD PARTY BENEFICIARIES OR TRANSFEREES: This bond shall inure to the benefit of the named Principal only and no other person shall any have any rights under this bond. The rights of Principal under this bond may not be transferred to any other person without Surety's prior written consent.

SIGNED AND SEALED this 1ST day of JULY , 2024 .

Hudson Insurance Company



ERIC FAUERBACH, ATTORNEY IN FACT





Bond Number: 812071

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Eric Fauerbach

of the State of South Carolina

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as 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 shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Twenty Five Thousand And 00/100 Dollars (\$25,000.00)

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed, on this 2nd day of June, 20 22 at New York, New York.



Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY
By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 2nd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, 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, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 1st day of July, 2024.

(Corporate seal)



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary