

Bond No. SURU2210005052

**ROAD USE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, RMS325 LLC (hereinafter called the Principal), and Ascot Surety & Casualty Company (hereinafter called the Surety), are held and firmly bound unto Pueblo County, Colorado (hereinafter called the Obligee), in the full and just sum of Four Million Eight Hundred Ten Thousand and 00/100 (\$4,810,000.00) Dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firm by these presents.

**WHEREAS**, the above named Principal has made application and may make further applications to the Obligee for permission to move or cause to be moved vehicles and/or equipment of various types over certain of the Obligee's roads as described in the application or applications, and as a condition precedent to granting such permission, the Obligee has required the furnishing of a bond.

**NOW, THEREFORE**, the condition of the above obligation is such that if the above named Principal shall move the vehicles and/or equipment described in any and/or all of the applications filed by the above named Principal on and after the date of the execution of this obligation over the Obligee's roads, bridges, and culverts in the manner designated by and with the permission of said Obligee, and shall well and truly pay for all damages to said roads, bridges, and culverts, which are and/or may be caused by the movement of such vehicles and/or equipment by the named Principal or his authorized agent, over or upon the roads, bridges, and culverts of the Obligee and all other claims for damages lawfully accruing to or in favor of the Obligee resulting there from, and any fines or penalties to which the said Principal or his authorized agent become liable to pay, and shall save the Obligee harmless in and/or from any and all suits, claims for damages and/or proceedings arising out of the movement of any of said vehicles and/or equipment over said roads, bridges, and culverts, and shall observe all terms and conditions of the permission granted to said Principal on and after this date of this obligation, then this obligation to be void; otherwise to remain in full force and effect in law.

**PROVIDED HOWEVER**, that the said Surety may cancel this bond at any time by giving NINETY (90) days' notice in writing, by Registered United States Mail, addressed to the Obligee, and that NINETY DAYS AFTER the actual receipt by the Obligee of such written notice, the Surety's further liability shall be terminated, provided, however, that the service of such written notice shall not be construed to waive, release or forego any obligations which may have arisen prior to the effective date of such written notice.

**LET IT FURTHER** be understood that in no event shall the aggregate liability of the Surety exceed the penal amount herein states.

Bond No. SURU2210005052

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this 19th day of September, 2024.

Witness as to Principal:

Signed by:  
Liz Bohadilla  
T23FE68AFCF449F...

**RMS325 LLC**

Principal

Signed by:  
Sean McBride  
By: 250E026EB2A7433...



**Ascot Surety & Casualty Company**

Surety

DocuSigned by:  
Michael Mertz  
By: 027FB04CATDE433...  
Michael Mertz, Attorney-in-Fact



# Power of Attorney

## KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Karl Choltus, Emily Nagel, Allison Thornhill, Elizabeth Harmon, Sarah Harren, Michael Mertz, Jaimie Kangas, Cathy Combs, Cheryl Kleiner, Nicole Saji, Amy Burns, and Nicholas Dean

of Portland, OR (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

**Any such obligations in the United States not to exceed \$50,000,000.00.**

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1<sup>st</sup> day of July 2024.



ASCOT SURETY & CASUALTY COMPANY  
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss.

On this 1<sup>st</sup> day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

**KSENIA E. GUSEVA**  
**NOTARY PUBLIC**  
**STATE OF CONNECTICUT**  
My Commission Expires **June 30, 2029**

Notary Public Ksenia E Guseva  
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 19th day of September, 2024.

ASCOT SURETY & CASUALTY COMPANY  
ASCOT INSURANCE COMPANY



John Gill, Secretary