

**PERMIT BOND**

**ONE LOCATION LIABILITY – BUILDING OPERATIONS PERMITS ONLY**

**KNOW ALL PERSONS BY THESE PRESENTS**, that we,

Ekoline

1599 E 15th St 5 Brooklyn, NY 11230

hereinafter referred to as the “Principal,” and SureTec Insurance Company

2103 CityWest Blvd, Ste 1300 Houston, TX 77042

hereinafter referred to as the “Surety” (or “Sureties”) are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the “City,” or to its successors and assigns, in the penal sum of Five Thousand (\$5,000.00) Dollars, lawful money of the United States of America, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered into a Permit in writing with the City for 25 Legion St, a copy of which Permit is annexed to and hereby made part of this Bond as though herein set forth in full;

THE CONDITION of the above obligation is such that if the above named Principal shall well and truly keep and in every respect comply with and conform to the conditions of the Permit and all modifications, amendments, additions and alterations thereto that may hereafter be made, including but not limited to the following: allowing him, her, it, or them to drive across curbs and sidewalks with vehicles or equipment or to hang banners and erect banner poles or any type of temporary construction; to excavate plots or open areaways and sidewalks; to take up the sidewalks or curbs for that purpose; to erect and maintain any and all signage; to erect sheds on sidewalks and on roadways; and shall properly bridge the sidewalks where the same are crossed by vehicles or equipment so as to afford safe and convenient passage for pedestrians; and to place building materials and equipment, tar kettles, boilers and vehicles upon the roadways; and to transport any vehicle upon the roadway; and to temporarily remove signs, meters, utility poles and street lights for the period of time therein mentioned; and for such periods as such permits may be extended to or renewed, and shall during that period properly protect city monuments, signs, meters, utility poles, and streetlights and at the expiration of said period, at once remove all material from the sidewalks and shall properly and permanently relay the sidewalks and reset the curbs and furnish new sidewalks and curbs where the old sidewalks and curbs have been

broken, and shall repair the pavement of the roadway where the same may be disturbed, injured or excavated, including restoring all signs, meters, utility poles and street lights, all to be done pursuant to the rules and regulations of the Department of Transportation of the City of New York and to the satisfaction of and under the direction of the Commissioner of the Department of Transportation of the City of New York of the City of New York; and shall replace or repair all deficient or defective work it performed and shall guarantee the maintenance thereof for a period of sixty months subsequent to the completion of work on protected streets, or thirty-six months subsequent to the completion of work in the case of unprotected streets; and will indemnify and save harmless the City of New York of and from all damage and costs to which it may be put by reason of injury to persons or property of another, resulting from the use of the streets as authorized by said Permit, or resulting from failure to comply with the conditions upon which said Permits was granted, and shall as aforesaid in all respects strictly comply with the terms and conditions of said Permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, up to the penal sum of this Bond, to either pay to complete the work and/or obligations, including maintenance and repair thereof (the "Permitted Work"), or to fully complete the Permitted Work specified herein to be performed under said Permit, pursuant to its terms, conditions, and covenants, if the Principal, for any cause, has failed or neglected to fully perform and complete such Permitted Work. The Surety (Sureties) further agrees to commence and diligently perform the Permitted Work specified in the permits, including physical site work specified herein, within twenty-five (25) business days after written notice thereof from the City and to complete all work within such time as the City may reasonably fix. If the City elects to require the Surety to make payment under this Bond, such payment must be made within a reasonable time period. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights, including challenging the City's determination that the Principal failed or neglected to fully perform and complete such Permitted Work, shall not provide a basis for non-performance of its obligation to commence and to complete all Permitted Work or pay the Bond penalty as provided herein.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of time, modifications, omission, addition, or change in or to the said permits or the work to be performed thereunder, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed; and said Surety does hereby waive notice of any and all of such extensions, modifications, omission, additions, changes, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees 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 Surety as though done or omitted to be done by or in relation to said Principal. In no event shall the aggregate liability of the surety for all claims under this Bond exceed the penal sum of this Bond.

**IN WITNESS WHEREOF**, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be

hereto affixed and these presents to be signed by their proper officers, this 29th day of November, 2019.

Ekoline (LS)  
Principal

(Seal)

By: \_\_\_\_\_

SureTec Insurance Company  
Surety



(Seal)

By: \_\_\_\_\_

David Gonsalves

Surety

By: \_\_\_\_\_

Surety

(Seal)

By: \_\_\_\_\_

Surety

If the Permittee (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Permittee (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Permit.

**ACKNOWLEDGMENT OF PRINCIPAL—IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_ day of \_\_\_\_\_, 200\_\_ before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that  
he/she resides at \_\_\_\_\_,  
that he/she is the \_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_ the  
corporation described in and which executed the foregoing instrument; that he/she knows the  
seal of said corporation; that one of the seals affixed to said instrument is such corporate seal;  
that it was so affixed by order of the directors of said corporation, and that he/she signed his/her  
name thereto by like order.

\_\_\_\_\_  
**Notary Public or Commissioner of Deeds**

**ACKNOWLEDGMENT OF PRINCIPAL—IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_ day of \_\_\_\_\_, 200\_\_ before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be a member of the firm of  
\_\_\_\_\_, the firm  
described in and who executed the foregoing instrument and he/she acknowledged to me that  
he/she executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
**Notary Public or Commissioner of Deeds**

**ACKNOWLEDGMENT OF PRINCIPAL—IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the person  
described in and who executed the foregoing instrument and he/she acknowledged to me that  
he/she executed the same for the purpose therein mentioned.

\_\_\_\_\_  
**Notary Public or Commissioner of Deeds**

1. Each executed Bond should be accompanied by:
  - a) appropriate acknowledgments of the respective parties; and
  - b) an appropriate duly certified copy of the Power of Attorney or other certificate of authority where the Bond is executed by agent, officer or other representative of the Principal and Surety; and
  - c) a duly certified extract from by-laws or resolutions of the Surety under which the Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and
  - d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.
2. Affix Acknowledgments and Justification of Sureties.

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**Corporate Acknowledgment**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
who acknowledged himself/herself to be the \_\_\_\_\_  
of \_\_\_\_\_,  
a corporation, and that s/he as such \_\_\_\_\_,  
being authorized to do so, executed the foregoing instrument for  
the purposes therein contained by signing the name of the  
corporation by himself/herself as \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Limited Liability Company Acknowledgment**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
who acknowledged himself/herself to be (the manager)  
(a member) of \_\_\_\_\_,  
a Limited Liability Company, and in that capacity, being  
authorized to do so, executed the foregoing instrument for the  
purposes therein contained by signing the name of the Limited  
Liability Company by himself/herself as (the manager) (a  
member).

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Individual Acknowledgment**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_  
\_\_\_\_\_  
known to me (or satisfactorily proven) to be the person(s) whose  
name(s) \_\_\_\_\_ subscribed to the within instrument, and  
acknowledged that she/he/they executed the same for the  
purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

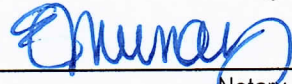
\_\_\_\_\_  
Notary Public

**Surety Acknowledgment**

State of North Carolina  
County of Mecklenburg

On this, the 29th day of November, 2019,  
before me Elsbeth J. Murray,  
the undersigned officer, personally appeared \_\_\_\_\_  
David Gonsalves  
who acknowledged himself/herself to be the Attorney-in-Fact of  
SureTec Insurance Company,  
a corporation, and that s/he as such Attorney-in-Fact, being  
authorized to do so, executed the foregoing instrument for the  
purposes therein contained by signing the name of the  
corporation by himself/herself as Attorney-in-Fact.

In witness whereof, I hereunto set my hand and official seal.



\_\_\_\_\_  
Notary Public

My Commission Expires: **12/15/2023**

ELSPETH J. MURRAY  
NOTARY PUBLIC  
MECKLENBURG COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 12/15/2023

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint **David Gonsalves**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal: Ekoline**  
**Obligee: City of New York**  
**Amount: \$5,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

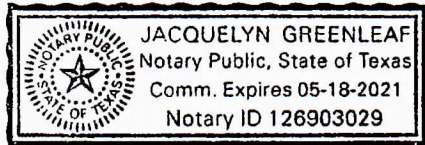
**SURETEC INSURANCE COMPANY**

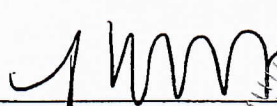
By:   
 John Knox, Jr., President

State of Texas                      ss:  
 County of Harris



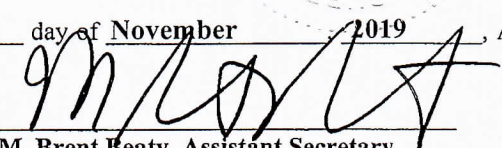
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



  
 Jacquelyn Greenleaf, Notary Public  
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29th day of November, 2019, A.D.

  
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK  
INSURANCE LAW**

It is hereby certified that

SureTec Insurance Company  
of Houston, Texas

a corporation organized under the laws of the State of Texas, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$126,097,901. (Capital \$5,000,000.) as is shown by its sworn financial statement for the year ended June 30, 2019, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

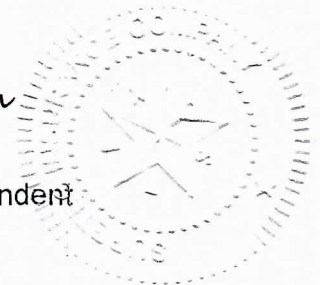


In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 3rd  
day of September, 2019.

Linda A. Lacewell  
Superintendent

By *Ellen Buxbaum*

Ellen Buxbaum  
Special Deputy Superintendent





State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

SureTec Insurance Company

Home Office Address Houston, Texas

Organized under the Laws of Texas

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

personal injury liability, property damage liability and fidelity and surety insurance, as specified in paragraph(s) 13, 14 and 16 of Section 1113(a) of the New York Insurance Law to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2020.

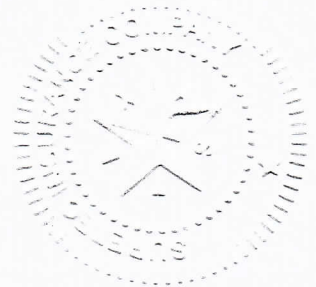


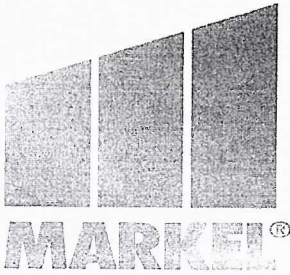
In Witness Whereof, I have hereunto set  
my hand and affixed the official seal of this  
Department at the City of Albany, New York, this  
1st day of July, 2019

Linda A. Lacewell  
Superintendent

By

Ellen R Buxbaum  
Special Deputy Superintendent





SureTec Insurance Company  
 2103 CityWest Boulevard, Suite 1300  
 Houston, TX. 77042

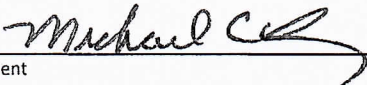
FINANCIAL STATEMENT  
 as of December 31, 2018  
 Statutory Basis


Bonds	\$ 122,341,611	Reserve for Losses and Loss Expense	\$ 13,376,492
Stocks	72,664,405	Reserve for Unearned Premiums	37,696,804
Cash & Short Term Investments	52,248,274	Other Liabilities	99,903,326
Agents Balances or Uncollected Premiums	5,737,685	<b>TOTAL LIABILITIES</b>	<b>150,976,622</b>
Other Admitted Assets	<u>5,263,540</u>	Capital Stock	5,000,000
		Surplus	<u>102,278,893</u>
		<b>TOTAL POLICYHOLDERS SURPLUS</b>	<b>107,278,893</b>
		<b>TOTAL LIABILITIES AND POLICYHOLDERS SURPLUS</b>	<b>\$ 258,255,515</b>
<b>TOTAL ASSETS</b>	<b>\$ 258,255,515</b>		

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners.  
 Securities carried in the above statement are deposited as required by law.

CERTIFICATE

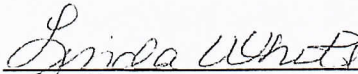
David Allen Wisnoski, Treasurer, and Michael Charles Keimig, President, of the SureTec Insurance Company, being duly sworn each for himself, deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2018, the Company actually possessed the assets set forth in the foregoing financial statement, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2018, according to the best of their information, knowledge and belief.

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Treasurer

STATE OF TEXAS  
 COUNTY OF HARRIS

On this 14th day of March, 2019, before me came the above named officers of SureTec Insurance Company to me known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of the corporation thereto by the authority of their office.

  
 \_\_\_\_\_  
 Notary Public

