AGREEMENT

This AGREEMENT, made and entered into as of the October 1, 2026, by and between GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY (the "Authority") and **Imperial Construction & Electric, Inc.,** the ("Contractor"), with respect to that certain Project consisting generally of the construction of "General Aviation Terminal", Project No. 26-004.

WITNESSETH:

The Authority and Contractor in consideration of the mutual covenants and obligations contained herein, hereby agree as follows:

I. BID DOCUMENTS

1.1 The Authority and Contractor hereby agree that all documents which are part of the Bid Documents and the response to the Bid are hereby made a part of and incorporated in the Agreement for all purposes.

II. WORK

2.1 Contractor shall perform all of the Work in accordance with the Contract Documents (as that term is defined in the General Conditions which are attached to and made a part of this Agreement). All of the other Contract Documents are hereby incorporated into and made a part of this Agreement by this reference. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

2.2 The Contract Documents represent the final and entire integrated agreement between the parties with respect to the Work. The Contract Documents supersede all prior oral or written agreements, if any, between the parties, and any statement, representation, promise or inducement not set forth in the Contract Documents is null and void and not binding on the Authority or Contractor. Except for the warranty and third party beneficiary rights of the Authority set forth herein, the Contract Documents shall not in any way create a relationship of any kind between Engineer or the Authority's Representative and Contractor or between the Authority and a Subcontractor or Supplier, or between the Authority and any other person.

2.3 If any provision(s) of the Contract Documents is/are invalid, illegal, or unenforceable such provision(s) shall be considered divisible, and all other provisions of the Contract Documents shall nevertheless remain in full force and effect.

III. CONTRACT TIME

3.1 The Authority and Contractor recognize that time is of the essence with respect to Contractor's performance of its obligation under the Contract Documents, and the Authority shall suffer financial loss if Substantial Completion of the Work is not achieved within the Contract Time specified in paragraph 3.2 below. Accordingly, if Contractor fails to achieve Substantial Completion of the Work, within the Contract Time, it shall pay the Authority Liquidated Damages in accordance with the terms stated below in Article IV, Liquidated Damages.

3.2 Contractor shall commence the Work within ten (10) days after the date specified for the commencement of the Work in the Notice to Proceed and shall complete all Work hereunder as follows:

a. All facilities shall be operational to provide the Authority at its option the full time use of the Project as intended by the Contract Documents and Contractor shall perform the Work to achieve Substantial Completion within the Phases and times stipulated below and in Special Provision No. 2.

b. Contractor shall perform the Work to achieve Final Completion within 30 calendar days after the date of Substantial Completion.

IV. LIQUIDATED DAMAGES

If Contractor fails to achieve Substantial Completion of the Work, or individual work phases, within the Contract Time, as said time period may be adjusted pursuant to the terms of the Contract Documents, Contractor shall pay the Authority Liquidated Damages in accordance with the following:

a. Contractor shall pay the Authority as Liquidated Damages, and not as a penalty, the amounts listed below for each day that the work, or individual work phases, is not complete after the Contract Time specified above in paragraph 3.2a. These Liquidated Damages are the Authority's sole and exclusive Substantial Completion delay related damages and represent a reasonable estimate of the Authority's damages in the event Substantial Completion of the Work is delayed. Contractor agrees that these Substantial Completion Liquidated Damages do not constitute a penalty or forfeiture.

Phase	Calendar Days Allowed Per Phase	Liquidated Damages Per Calendar Day
Phase 0 - Mobilization	**90**	$500
Construction Phase		
Phase 1	30	$500
Phase 2	270	$500
Phase 3	30	$500
Phase 4	14	$500
Phase 5	14	$500
Project Closeout / Punch	30	$500
Total	**478**	$500

In addition to the damages specified in 4.1.a:

b. Contractor shall pay the Authority as Liquidated Damages and not as a penalty, the amount specified in the table above for each day that expires after the time specified in Paragraph 3.2.b for Final Completion. These Liquidated Damages are the Authority's sole and exclusive Final Completion delay related damages and represent a

reasonable estimate of the Authority's damages in the event Final Completion of the Work is delayed. Contractor agrees that these Final Completion Liquidated Damages do not constitute a penalty or forfeiture. Also, Contractor agrees these Final Completion Liquidated Damages are in addition to, and not duplicative of, the Substantial Completion Liquidated Damages noted in Paragraph 4.1.a above.

V. CONTRACT PRICE

5.1 The Authority hereby agrees to pay to Contractor in lawful money of the United States for the faithful performance of all of Contractor's obligations under the Contract Documents, and Contractor agrees to accept in full payment the Contract Price of **$10,590,998.67** subject to the conditions governing payments to Contractor in the Contract Documents. If the Contract Price includes any Unit Price amounts and the actual quantity of Unit Price items installed is different than the estimated quantity, then the Contract Price shall be adjusted in accordance with the Contract Documents. The Contract Price includes, if applicable, only those Alternates accepted by the Authority, as identified in paragraph 5.3 below.

5.2 The Unit Prices and associated estimated quantities included within the Contract Price are attached hereto and made a part hereof as Schedule A.

VI. PAYMENT

6.1 Payment procedures are outlined in the General Conditions, Article VII Payment. All monies not paid when due shall bear interest at a rate not to exceed six percent per year simple interest.

VII. MISCELLANEOUS

7.1 Contractor shall not sell, assign, transfer or otherwise convey any of its rights and shall not delegate any of its duties under the Contract Documents without the prior and expressed written consent of the Authority and the Surety. Any attempted sale, assignment, transfer, conveyance or delegation of Contractor's rights under this Agreement or the other Contract Documents in violation of the terms of this paragraph shall be void and shall relieve the Authority of any further liability under the Contract Documents, but shall not relieve Contractor or Contractor's Surety(ies) of any liability. If the Authority consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge Contractor from any duty, responsibility or obligation set forth in the Contract Documents, and shall not release or discharge the Surety(ies) under the bonds required by the Contract Documents.

7.2 This Agreement shall be binding on the Authority, Contractor, and all of their respective successors, heirs, legal representatives and, if the Authority has consented to an assignment or delegation as provided in the previous paragraph, assigns and delegates.

7.3 Any waiver by the Authority of any provision of the Contract Documents must be specific and in writing, and shall apply only to the particular matter concerned and not to other similar or dissimilar matters. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other breach. Neither the failure of the Authority to exercise any power given to the Authority under the Contract Documents or to insist upon compliance by Contractor with Contractor's obligations under the Contract Documents, nor any custom or practice of the Authority and Contractor at variance with the terms of the Contract

Documents, shall constitute a waiver of the Authority's right to demand full and complete compliance by Contractor with the terms and provisions of the Contract Documents.

7.4 Nothing contained in the Contract Documents shall in any manner authorize, empower or constitute Contractor, its Subcontractors or Suppliers as agent(s) of the Authority; authorize or empower Contractor, its Subcontractors or Suppliers to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the Authority; or authorize or empower Contractor, its Subcontractors or Suppliers to bind the Authority in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the Authority. Contractor shall perform all Work under the Contract Documents as an independent Contractor. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to the Agreement.

7.5 This Agreement and the Contract Documents shall be governed by and construed in accordance with the Laws and Regulations of the State of Florida without giving effect to any rules governing conflict of laws.

7.6 The parties agree that for any litigation arising under the Contract Documents, venue shall be only in Alachua County, Florida.

7.7 The Authority's payment to Contractor of any progress or final payment shall not release Contractor of any liability and shall not be deemed evidence of performance or be construed as an acceptance of defective or improper Work, or Work that does not comply with the requirements of the Contract Documents.

VIII. DEFINITIONS

8.1 Defined terms used in this Agreement have the intent and meanings assigned to them in the General Conditions, Article I. Definitions.

IX. ENGINEER/AUTHORITY'S REPRESENTATIVE

9.1 The Authority has designated **Michael Baker International** to assume all of the duties and responsibilities of CEI/RPR Representative and have the rights and authority assigned to the Authority's Representative in the Contract Documents.

9.2 The Authority has retained the services of **Michael Baker International** to assume all of the duties and responsibilities and have the rights and authority assigned to Design representative/Engineer of Record and/or Architect of Record in the Contract Documents.

X. PUBLIC ENTITY CRIME STATEMENT

10.1 In accordance with the requirements of Section 287.133, Florida Statutes, the following statement is hereby made:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as

a Contractor, Supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted vendor list."

Contractor hereby certifies and warrants that it has not been placed on any convicted felon list for the past thirty-six months.

XI. INSURANCE

11.1 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workers Compensation Act," or other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

11.2 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractor.

a. Types – The types of insurance the Contractor is required to obtain and maintain for the full period of the contract will be: Worker's Compensation Insurance, and Comprehensive General Liability Insurance, as detailed in the following portions of this specification.

b. Evidence – As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without 10 days notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment to the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

c. Adequacy of Performance – Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and charge the cost thereof to the Contractor.

d. Payment of Damages – Nothing contained in these insurance requirements is to be

construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. The costs of all insurance shall be included in the various items of the contract and no additional compensation will be allowed.

e. It is expressly understood by Contractor that the receipt of any required insurance certificate(s) by Authority hereunder does not constitute agreement that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement or GACRAA's minimum standards. Further, the failure of Authority to obtain certificates or other evidence of insurance from Contractor shall not be deemed a waiver by Authority. Nonconforming insurance shall not relieve Contractor of its obligation to provide the insurance specified herein. Non-fulfillment of the insurance conditions by Contractor hereunder may constitute a material breach of the Agreement and the Authority retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such evidence of insurance, to terminate this Agreement, at the Authority's sole discretion.

11.3 WORKMEN'S COMPENSATION INSURANCE. Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractors have obtained, for the period of the Contract, full Worker's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract.

This insurance shall be in strict accordance with the requirements of the most current and applicable state Worker's Compensation Insurance Laws.

11.4 COMPREHENSIVE GENERAL LIABILITY INSURANCE. The Contractor, prior to execution of the contract, shall file with the Owner copies of complete certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the Owner, to afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress of the proposal, similar insurance to protect the Owner of the premises on or near which construction operations are to be performed.

a. Bodily Injury and Property Damage Other Than Automobile – Unless specifically required by provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury Liability	
Each Occurrence -	$2,000,000
Aggregate -	$2,000,000
Property Damage Liability	
Each Occurrence -	$2,000,000
Aggregate -	$2,000,000

Bodily Injury and Property Damage
Umbrella Excess $5,000,000 Single Limit

Such insurance shall include, but not be limited to, coverage for: (a) Underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam

work, or building moving or demolition.

b. Owners Protective Liability – Bodily injury and property damage protection shall include as Additional Named Insured: the Owner, the Engineer and his consultants, each of their officers, employees and agents, and any other persons with an insurable interest designated by the Owner as an Additional named Insured.

c. Bodily Injury Liability and Property Damage Liability: Automobiles – Unless otherwise specifically required by provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Vehicles Operating Outside the Airport Operation Area

Bodily Injury Liability
Each Person - $1,000,000
Each Occurrence - $1,000,000

Property Damage Liability
Each Occurrence - $1,000,000

d. Indemnity – Included in such insurance will be contractual coverage sufficiently broad to ensure the provisions of Section XI.

e. Contractor's liability insurance shall be endorsed to include as additional insured: the Authority, the Authority's Representative, Engineer, their consultants, any subsidiaries or affiliates, and each of their directors, officers, shareholders, agents, or employees. The insurance afforded to these additional insureds shall be primary insurance, and neither the coverage nor the amount of insurance provided under Contractor's policies shall be reduced or prorated by the existence of any other insurance applicable to any loss they may have sustained. If the Subcontractors and Suppliers do not purchase and maintain the coverage specified in this Article or the Instructions to Bidders, they shall be included in Contractor's policies as additional insured.

XII. PUBIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

SEAN TATE
Sean.Tate@flygainesville.com
GAINESVILLE REGIONAL AIRPORT
3880 NE 39TH AVE, SUITE A
GAINESVILLE, FLORIDA 32609
(352) 373-0249 Ext: 113

The Contractor shall comply with all applicable public records laws, specifically including Chapter 119, Florida Statutes, and shall:

a. Keep and maintain public records required by the Authority to perform the work.

b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the term of the Agreement if the contractor does not transfer the records to the Authority.

d. Upon completion of this Agreement, transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the work. If the Contractor transfers all public records to the Authority upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

XIII. TITLE VI CONTRACT REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with Regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by □ 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Material and Equipment. In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include: the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respectto any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the contractor may request the United States to enter into such litigation to project the interests ofthe United States.

XIV. REVIEW OF SUBCONTRACTS

Contractor shall forward copies of their major subcontracts to GACRAA's Contracts and Grants Administrator prior to execution. Contractor may redact dollar amounts prior to forwarding.

XV. DRAWINGS

SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	DRAWING INDEX
G-003	CODE COMPLIANCE
GI-100	LIFE SAFETY - CODE ANALYSIS
GI-101	LIFE SAFETY - CODE ANALYSIS
GI-110	LIFE SAFETY - COMPREHENSIVE - 1ST FLOOR PLAN
GI-120	LIFE SAFETY - COMPREHENSIVE - 2ND FLOOR PLAN
C-001	CIVIL GENERAL NOTES
C-002	CIVIL GENERAL NOTES
C-003	PROJECT LAYOUT PLAN
GC100	OVERALL CONSTRUCTION PHASING PLAN
GC101	CONSTRUCTION PHASING PLAN - PHASE 1
GC102	CONSTRUCTION PHASING PLAN - PHASE 2
GC103	CONSTRUCTION PHASING PLAN - PHASE 3
GC104	CONSTRUCTION PHASING PLAN - PHASE 4
GC105	CONSTRUCTION PHASING PLAN - PHASE 5
GC501	CONSTRUCTION PHASING DETAILS
GC502	CONSTRUCTION PHASING DETAILS
B-101	SOIL BEARING LOGS
B-102	SOIL BEARING LOGS
VF101	EXISTING CONDITIONS PLAN
CD101	DEMOLITION PLAN
CS101	SITE PLAN
CS501	SITE DETAILS
CS502	FENCING DETAILS
CG101	GRADING & DRAINAGE PLAN
CG201	STORM PROFILES
CU101	UTILITY PLAN
CU201	SANITARY PROFILES
CU501	UTILITY DETAILS
CU502	UTILITY DETAILS
CU503	UTILITY DETAILS
CM101	SIGNING AND PAVEMENT MARKING PLAN
CM102	SIGNING AND PAVEMENT MARKING PLAN
CM501	SIGNING AND PAVEMENT MARKING DETAILS
CE101	EROSION CONTROL DETAILS
S-001	ABBREVIATIONS, LEGEND & DESIGN CRITERIA
S-002	GENERAL NOTES, ABBREVIATIONS AND SYMBOLS
S-003	GENERAL NOTES AND STRUCTURAL MATERIAL TABLES
SB101	FOUNDATION PLAN
SF121	FRAMING - 2ND FLOOR PLAN
SF131	FRAMING - ROOF PLAN
SF132	FRAMING - CLERESTORY ROOF PLAN

S-301	FOUNDATION SECTIONS
S-311	FRAMING SECTIONS
S-321	FRAMING SECTIONS
S-322	FRAMING SECTIONS
S-401	FOUNDATION ENLARGED CANOPY PLANS
S-411	FRAMING ENLARGED PLANS
S-501	TYPICAL FOUNDATION DETAILS
S-502	TYPICAL FOUNDATION DETAILS
S-511	TYPICAL MASONRY DETAILS
S-512	TYPICAL STEEL DETAILS
S-513	TYPICAL STEEL DETAILS
S-514	TYPICAL STEEL DETAILS
S-601	STRUCTURAL SCHEDULES
S-701	WIND LOADING DIAGRAMS
A-001	GENERAL NOTES
A-002	GENERAL SYMBOLS, LEGENDS & ABBREVIATIONS
A-003	ADA DETAILS
AS101	ARCHITECTURAL - SITE PLAN
AS102	TEMPORARY FACILITIES
A-100	1ST FLOOR PLAN - OVERALL VIEW
A-101	2ND FLOOR PLAN - OVERALL VIEW
A-110	1ST FLOOR PLAN
A-111	1ST FLOOR DIMENSION PLAN
A-112	1ST FLOOR PLAN - AREA A
A-113	1ST FLOOR PLAN - AREA B
A-114	CANOPY PLANS
A-120	2ND FLOOR PLAN
A-121	2ND FLOOR DIMENSION PLAN
A-122	2ND FLOOR PLAN - AREA A
A-123	2ND FLOOR PLAN - AREA B
A-130	ROOF PLAN - LOWER ROOF
A-131	ROOF PLAN - LOWER ROOF - AREA A
A-132	ROOF PLAN - LOWER ROOF - AREA B
A-133	ROOF PLAN - OVERALL
A-140	INTERIOR FINISH AND SIGNAGE - 1ST FLOOR PLAN
A-141	INTERIOR FINISH AND SIGNAGE - 2ND FLOOR PLAN
A-142	INTERIOR FINISH - SCHEDULES AND NOTES
A-143	INTERIOR FINISH AND SIGNAGE - SCHEDULES AND NOTES
AR110	REFLECTED CEILING PLAN - 1ST FLOOR
AR111	REFLECTED CEILING PLAN - 1ST FLOOR - AREA A
AR112	REFLECTED CEILING PLAN - 1ST FLOOR - AREA B
AR113	REFLECTED CEILING PLAN - CANOPIES
AR120	REFLECTED CEILING PLAN - 2ND FLOOR
AR121	REFLECTED CEILING PLAN - 2ND FLOOR - AREA A
AR122	REFLECTED CEILING PLAN - 2ND FLOOR - AREA B
A-201	EXTERIOR ELEVATIONS
A-202	EXTERIOR ELEVATIONS
A-203	EXTERIOR ELEVATION DETAILS
A-301	BUILDING SECTIONS
A-302	BUILDING SECTIONS
A-303	BUILDING SECTIONS

A-311	WALL SECTIONS
A-312	WALL SECTIONS
A-313	WALL SECTIONS
A-401	ENLARGED PLANS - RESTROOMS & FAMILY ROOM
A-402	ENLARGED PLANS - 1ST FLOOR
A-403	ENLARGED PLANS - 2ND FLOOR
A-404	ENLARGED PLANS - 2ND FLOOR
A-405	ENLARGED PLANS - 2ND FLOOR
A-406	ENLARGED PLANS - STAIR 01
A-407	ENLARGED PLANS - STAIR 02
A-408	ENLARGED SECTION - STAIR 02
A-409	ENLARGED PLANS - ELEVATOR
A-410	INT. ELEVATIONS - ELEVATOR
A-411	INT. ELEVATIONS - RESTROOM
A-412	INT. ELEVATIONS - RESTROOM
A-413	INT. ELEVATIONS - FAMILY ROOM & KITCHENETTE
A-414	INT. ELEVATIONS - CUSTOMER SERVICE & FBO
A-415	INT. ELEVATIONS - CATERING & LOUNGE
A-416	INT. ELEVATIONS - EVENT ROOM
A-421	INT. ELEVATIONS - SHOWER & PUBLIC WOMEN'S RR
A-422	INT. ELEVATIONS - FAMILY ROOM & COPIER
A-423	INT. ELEVATIONS - LOUNGE
A-501	DETAILS - EXTERIOR WALL
A-502	DETAILS - EXTERIOR WALL
A-503	DETAILS - EXTERIOR LOGO
A-504	DETAILS - ROOF
A-505	DETAILS - STAIRS
A-506	DETAILS - STAIRS
A-507	DETAILS - MONUMENTAL STAIR
A-508	DETAILS - ELEVATOR PIT
A-509	DETAILS - GUARDRAILS
A-510	DETAILS - FINISHES
A-511	DETAILS - SECTION
A-513	DETAILS - SIGNAGE
A-514	DETAILS - SIGNAGE
A-530	INTERIOR DETAILS - CEILING
A-531	INTERIOR DETAILS - CEILING
A-532	INTERIOR DETAILS - SHOWER
A-601	PARTITION TYPES (METAL STUDS)
A-602	PARTITION TYPES (CMU)
A-603	UL DESIGN - U465
A-604	UL DESIGN - U465
A-605	UL DESIGN - U465
A-611	DOOR SCHEDULE AND DOOR ELEVATIONS
A-612	WINDOW DETAILS, SCHEDULE AND ELEVATIONS
A-613	DOOR DETAILS
A-701	MILLWORK DETAILS
A-800	ROOF DETAILS
FA-001	FIRE ALARM - GENERAL NOTES & SYMBOLS
FA-002	FIRE ALARM - SEQUENCE OF OPERATIONS
FA-110	FIRE ALARM - COMPREHENSIVE - 1ST FLOOR PLAN

FA-120	FIRE ALARM - COMPREHENSIVE - 2ND FLOOR PLAN
FA-501	FIRE ALARM - DETAILS
FA-701	FIRE ALARM - RISER DIAGRAM
FX-001	FIRE PROTECTION GENERAL NOTES & SYMBOLS
FX-110	FIRE PROTECTION - COMPREHENSIVE - 1ST FLOOR PLAN
FX-120	FIRE PROTECTION - COMPREHENSIVE - 2ND FLOOR PLAN
FX-501	FIRE PROTECTION - DETAILS
P-001	PLUMBING NOTES, ABBREVIATIONS AND LEGEND
P-101	BELOW GRADE PLUMBING PLAN - OVERALL
P-102	BELOW GRADE PLUMBING PLAN - AREA A
P-103	BELOW GRADE PLUMBING PLAN - AREA B
PP-101	FIRST FLOOR WASTE AND VENT PLAN - OVERALL
PP-102	FIRST FLOOR WASTE AND VENT PLAN - AREA A
PP-103	FIRST FLOOR WASTE AND VENT PLAN - AREA B
PP-201	SECOND FLOOR WASTE AND VENT PLAN - OVERALL
PP-202	SECOND FLOOR WASTE AND VENT PLAN - AREA A
PP-203	SECOND FLOOR WASTE AND VENT PLAN - AREA B
PL-101	FIRST FLOOR DOMESTIC WATER PLAN - OVERALL
PL-102	FIRST FLOOR DOMESTIC WATER PLAN - AREA A
PL-103	FIRST FLOOR DOMESTIC WATER PLAN - AREA B
PL-201	SECOND FLOOR DOMESTIC WATER PLAN - OVERALL
PL-202	SECOND FLOOR DOMESTIC WATER PLAN - AREA A
PL-203	SECOND FLOOR DOMESTIC WATER PLAN - AREA B
PL-204	ROOF PLAN - PLUMBING
P-501	PLUMBING DETAILS
P-502	PLUMBING DETAILS
P-601	PLUMBING SCHEDULES
P-602	PLUMBING SCHEDULES
P-901	PLUMBING 3D RISERS
P-902	PLUMBING 3D RISERS
P-903	PLUMBING 3D RISERS
P-904	PLUMBING 3D RISERS
M-001	MECHANICAL LEGEND
M-002	MECHANICAL NOTES AND ABBREVIATIONS
MH-101	FIRST FLOOR DUCTWORK PLAN - OVERALL
MH-102	FIRST FLOOR DUCTWORK PLAN - AREA A
MH-103	FIRST FLOOR DUCTWORK PLAN - AREA B
MH-201	SECOND FLOOR DUCTWORK PLAN - OVERALL
MH-202	SECOND FLOOR DUCTWORK PLAN - AREA A
MH-203	SECOND FLOOR DUCTWORK PLAN - AREA B
MH-204	ROOF PLAN - MECHANICAL
M-501	MECHANICAL DETAILS
M-502	MECHANICAL DETAILS
M-503	MECHANICAL DETAILS
M-601	MECHANICAL SCHEDULE
M-602	MECHANICAL SCHEDULE
M-700	MECHANICAL CONTROLS
M-701	MECHANICAL CONTROLS
M-702	MECHANICAL CONTROLS
E-001	ELECTRICAL NOTES, ABBREVIATIONS AND LEGENDS
E-002	ELECTRICAL SITE LIGHTING PLAN

EL-101	FIRST FLOOR LIGHTING PLAN - OVERALL
EL-102	FIRST FLOOR LIGHTING PLAN - AREA A
EL-103	FIRST FLOOR LIGHTING PLAN - AREA B
EL-201	SECOND FLOOR LIGHTING PLAN - OVERALL
EL-202	SECOND FLOOR LIGHTING PLAN - AREA A
EL-203	SECOND FLOOR LIGHTING PLAN - AREA B
EP-101	FIRST FLOOR POWER PLAN - OVERALL
EP-102	FIRST FLOOR POWER PLAN - AREA A
EP-103	FIRST FLOOR POWER PLAN - AREA B
EP-201	SECOND FLOOR POWER PLAN - OVERALL
EP-202	SECOND FLOOR POWER PLAN - AREA A
EP-203	SECOND FLOOR POWER PLAN - AREA B
EP-204	ROOF POWER PLAN
E-401	ENLARGED PLANS - ELECTRICAL
E-402	ENLARGED PLANS - ELECTRICAL
E-403	ENLARGED PLANS - ELECTRICAL
E-501	ELECTRICAL DETAILS
E-502	ELECTRICAL DETAILS
E-503	ELECTRICAL DETAILS
E-504	ELECTRICAL DETAILS
E-505	ELECTRICAL POWER RISER
E-601	ELECTRICAL SCHEDULES
E-602	ELECTRICAL SCHEDULES

XVI. SIGNATURES

IN WITNESS WHEREOF, the Authority and Contractor have signed four (4) copies of this Agreement, and all parts of the Contract Documents have been identified by Owner and Contractor.

GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY

By: _____

Name: Paul Mehrlich

Title: CEO

Date: 10/07/2026

Approved as to form:

_____
Office of General Counsel

IMPERIAL CONSTRUCTION & ELECTRIC, INC.

_____
(CONTRACTOR)

By: _____

Name: Anthony Dominguez

Title: President

Email: Anthonyd@imperialcm.com

Address for giving Notice to:

GAINESVILLE-ALACHUA COUNTY
REGIONAL AIRPORT AUTHORITY

3880 NE 39th Avenue, Suite A
Gainesville, Florida 32609
Attn: Mr. Paul Mehrlich, A.A.E., ACE, CEO

The AUTHORITY'S REPRESENTATIVE:

Paul Mehrlich, A.A.E., ACE, CEO or his designate.

The ENGINEER, CEI/RPR Firm:

Michael Baker International

4010 W Boy Scout Blvd, Suite 400

Tampa, FL 33607

Attn: Mr. Matthew Collado, P.E.

CONTRACTOR:

Imperial Construction & Electric, Inc

51 Commerce St. 2nd Floor

Springfield, NJ 07081

Attn: Anthony Dominguez

End of Agreement

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **Imperial Construction & Electric, Inc** as Principal, located at 51 Commerce St. 2nd Floor Springfield, NJ 07081 (Business Address) and Western Surety Company, as Surety, located at 101 S. Phillips Ave, Sioux Falls, SD 57104 (Business Address) are held and firmly bound to the **GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY,** as Obligee in the sum of **$10,590,998.67** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

Whereas, Principal has entered into a Contract dated as of the 29th of September, **2026**, with Obligee, for **"General Aviation Terminal", Project No. 26-004** in accordance with drawings and specifications, which Contract is incorporated by reference and made apart hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's Obligation under this Bond.
2. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under his bond, and it does hereby waive Notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.
3. This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.
4. In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be files by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this September 29, 2026, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Francisco Dominguez
CEO

Witness as to Principal

PRINCIPAL:
Imperial Construction & Electric Inc

By: _____

Name: Anthony Dominguez

Title: President

STATE OF New Jersey
COUNTY OF Union

The foregoing instrument was acknowledged before me this 29th day of September, 2026 by Anthony Dominguez, as President of Imperial Construction & Electric Inc, a New Jersey corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: July 15, 2030

Haryane T Guimaraes
(Signature of Notary)

Name: Haryane T Guimaraes
(Legibly Printed)

Notary Public, State of New Jersey

Serial No., If any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

SURETY:

Western Surety Company
(Printed Name)

101 S. Phillips Ave

Sioux Falls, SD 57104
(Business Address)

HARYANE T GUIMARAES
Commission # 50019337
Notary Public, State of New Jersey
My Commission Expires
July 15, 2030

(Authorized Signature)

Witness as to Surety

(Printed Name)

OR

As Attorney in Fact

Witness Denise Dingus

Ann E. Kielblock
(Attach Power of Attorney)

101 S. Phillips Ave, Sioux Falls, SD 57104
(Business Address)

Ann E. Kielblock
(Printed Name)

908-360-8931
(Telephone Number)

STATE OF NJ
COUNTY OF Union

The foregoing instrument was acknowledged before me this 29th day of September, 2026 by Ann E. Kielblock, as Attorney-In-Fact of Western Surety Company, Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: March 24, 2031

(Signature of Notary)

Name: Susan Bulman-Ditchkus
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of New Jersey

Serial No., If any: _____

SUSAN BULMAN-DITCHKUS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2406166
MY COMMISSION EXPIRES MAR 24, 2031

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David D Roberts, Daryl LaForge, Susan Bulman-Ditchkus, Thomas J Henn, Denise Dingus, Eric Sutter, Ann E Kielblock, Individually

of Morristown, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of March, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of March, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2025

ASSETS

Bonds		$ 2,001,112,236
Stocks		23,674,439
Cash, cash equivalents, and short-term investments		31,569,622
Investment income due and accrued		18,609,271
Premiums and considerations		90,981,144
Amounts recoverable from reinsurers		961,708
Current federal and foreign income tax recoverable and interest thereon		2,927,740
Net deferred tax asset		19,934,710
Receivable from parent, subsidiaries, and affiliates		19,958,145
Other assets		194,065
Total Assets		$ 2,209,923,080

LIABILITIES AND SURPLUS

Losses		$ 277,849,544
Loss adjustment expense		61,153,426
Commissions payable, contingent commissions and other similar charges		17,869,837
Taxes, license and fees (excluding federal and foreign income taxes)		4,835,587
Unearned premiums		348,533,677
Advance premiums		6,351,779
Ceded reinsurance premiums payable (net of ceding commissions)		2,616,205
Amounts withheld or retained by company for account of others		3,757,322
Provision for reinsurance		1,180,112
Other liabilities		(35,219)
Total Liabilities		$ 724,112,270

Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	286,896,195	
Unassigned funds	1,194,914,615	
Surplus as regards policyholders		$ 1,485,810,810
Total Liabilities and Capital		$ 2,209,923,080

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:

OFFICIAL SEAL
YOLANDA JIMENEZ
Notary Public - State Of Illinois
Commission No. 1015276
My Commission Expires August 12, 2029

By Yolanda Jimenez
Notary Public

Western Surety Company

Bond No. 30282529

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2025. The financial statements of Western Surety Company as of and for the year ended December 31, 2025 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	$4,000,000	$1,485,810,810

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on August 1, 2026, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	$148,124,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is $ 10,590,998.67.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

CERTIFICATE

I, Larry Kasten, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Date: September 29, 2026

Larry Kasten, Vice President

Bond #30282529

PUBLIC PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That **Imperial Construction & Electric, Inc** as Principal, located at 51 Commerce St. 2nd Floor Springfield, NJ 07081 (Business Address) and Western Surety Company, as Surety, located at 101 S. Phillips Ave, Sioux Falls, SD 57104 (Business Address) are held and firmly bound to the **GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, A REGIONAL AIRPORT AUTHORITY,** as Obligee in the sum of **$10,590,998.67** for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

Whereas, Principal has entered into a Contract dated as of the 29th of September, 2026, with Obligee, for "General Aviation Terminal", **Project No. 26-004** in accordance with drawings and specifications, which Contract is incorporated by reference and made apart hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
2. Pays Obligee all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of default by the Principal under paragraph 1 of this bond; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's Obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this September 29th, 2026, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Witness as to Principal

Francisco Dominguez
CEO

PRINCIPAL:

By: Imperial Construction & Electric Inc.

Name: Anthony Dominguez

Title: President

STATE OF New Jersey
COUNTY OF Union

The foregoing instrument was acknowledged before me this 29th day of September, 2026 by Anthony Dominguez, as President of Imperial Construction & Electric Inc, a New Jersey corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: July 15, 2030

Haryane T Guimaraes
(Signature of Notary)

Name: HARYANE T GUIMARAES
(Legibly Printed)

Notary Public, State of New Jersey

Serial No., If any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

SURETY:

Western Surety Company
(Printed Name)

101 S. Phillips Ave, Sioux Falls, SD 57104
(Business Address)

HARYANE T GUIMARAES
Commission # 50019337
Notary Public, State of New Jersey
My Commission Expires
July 15, 2030

_____
(Authorized Signature)

_____
Witness as to Surety

_____
(Printed Name)

OR

_____
As Attorney in Fact

Denise Dingus
Witness Denise Dingus

Ann E. Killelock
(Attach Power of Attorney)

101 S. Phillips Ave, Sioux Falls, SD 57104
(Business Address)

Ann E. Kielblock
(Printed Name)

908-360-8931
(Telephone Number)

STATE OF NJ
COUNTY OF Union

The foregoing instrument was acknowledged before me this 29th day of September, 2026 by Ann E. Kielblock, as Attorney-In-Fact of Western Surety Company, Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: March 24, 2031

(Signature of Notary)

Name: Susan Bulman-Ditchkus
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of New Jersey

Serial No., If any: _____

SUSAN BULMAN-DITCHKUS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2406166
MY COMMISSION EXPIRES MAR 24, 2031

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David D Roberts, Daryl LaForge, Susan Bulman-Ditchkus, Thomas J Henn, Denise Dingus, Eric Sutter, Ann E Kielblock, Individually

of Morristown, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of March, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of March, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of September, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2025

ASSETS

Bonds	$	2,001,112,236
Stocks		23,674,439
Cash, cash equivalents, and short-term investments		31,569,622
Investment income due and accrued		18,609,271
Premiums and considerations		90,981,144
Amounts recoverable from reinsurers		961,708
Current federal and foreign income tax recoverable and interest thereon		2,927,740
Net deferred tax asset		19,934,710
Receivable from parent, subsidiaries, and affiliates		19,958,145
Other assets		194,065
Total Assets	$	2,209,923,080

LIABILITIES AND SURPLUS

Losses	$	277,849,544
Loss adjustment expense		61,153,426
Commissions payable, contingent commissions and other similar charges		17,869,837
Taxes, license and fees (excluding federal and foreign income taxes)		4,835,587
Unearned premiums		348,533,677
Advance premiums		6,351,779
Ceded reinsurance premiums payable (net of ceding commissions)		2,616,205
Amounts withheld or retained by company for account of others		3,757,322
Provision for reinsurance		1,180,112
Other liabilities		(35,219)
Total Liabilities	$	724,112,270

Surplus Account:			
Common stock	$ 4,000,000		
Gross paid in and contributed surplus	286,896,195		
Unassigned funds	1,194,914,615		
Surplus as regards policyholders		$	1,485,810,810
Total Liabilities and Capital		$	2,209,923,080

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:

OFFICIAL SEAL
YOLANDA JIMENEZ
Notary Public - State Of Illinois
Commission No. 1015276
My Commission Expires August 12, 2029

By Yolanda Jimenez
Notary Public

Western Surety Company

Bond No. 30282529

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2025. The financial statements of Western Surety Company as of and for the year ended December 31, 2025 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	$4,000,000	$1,485,810,810

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on August 1, 2026, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	$148,124,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is $ 10,590,998.67.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

CERTIFICATE

I, Larry Kasten, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Date: September 29, 2026

Larry Kasten, Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): E-MAIL ADDRESS: constructioncerts@nfp.com
INSURED SEAWCON-01 Imperial Construction & Electric Inc. 51 Commerce Street, 2nd Floor Springfield NJ 07081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Company — 20494 INSURER B : Continental Casualty Company — 20443 INSURER C : Continental Insurance Company — 35289 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1520403799 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y		7092804429	8/16/2026	8/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BUA 7092804401	8/16/2026	8/16/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		CUE 7092804415	8/16/2026	8/16/2027	EACH OCCURRENCE AGGREGATE $	$ 6,000,000 $ 6,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7092804432	8/16/2026	8/16/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment			7092804429	8/16/2026	8/16/2027	Leased/Rented Deductible	$150,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: General Aviation Terminal | Project No. 26-004 | Project Location: 4701 NE 40TH TERRACE, GAINESVILLE, FL 32609 | Engineer: Michael Baker International, 4010 W Boy Scout Blvd, Suite 400, Tampa, FL 33607.

Gainesville-Alachua County Regional Airport Authority, the Owner, the Engineer and his consultants, each of their officers, employees and agents, and any other persons with an insurable interest designated by the Owner are included as an Additional Insured under the General Liability, Automobile Liability and Umbrella Liability Policy where required by written contract.

See Attached...

CERTIFICATE HOLDER

Gainesville-Alachua County Regional Airport Authority
3880 NE 39th Avenue, Suite A
Gainesville, FL 32609

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NFP Property & Casualty Services Inc.

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AGENCY CUSTOMER ID: SEAWCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NFP Property & Casualty Services, Inc.	Imperial Construction & Electric Inc. 51 Commerce Street, 2nd Floor Springfield NJ 07081
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability and Umbrella Liability evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions.

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LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: IMPERIAL CONSTRUCTION AND ELECTRIC INC.
Endorsement Effective Date:

SCHEDULE	
Insurance Company: Continental Casualty Company	
Policy Number: 7092804401	**Effective Date:** 08/16/2026
Expiration Date: 08/16/2027	
Named Insured: IMPERIAL CONSTRUCTION AND ELECTRIC INC.	
Address: 51 COMMERCE ST FL 2 SPRINGFIELD, NJ 07081-3014	
Additional Insured (Lessor): Refer to Attached Schedule	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	**Limit Of Insurance Or Deductible**
Liability	$1,000,000 **Each"Accident"**
Comprehensive	Refer to Declarations **Deductible For Each Covered "Leased Auto"**
Collision	Refer to Declarations **Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Coverage

1. Any "**leased auto**" designated or described in the Schedule will be considered a covered "**auto**" you own and not a covered "**auto**" you hire or borrow.
2. For a "**leased auto**" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "**insured**" the lessor named in the Schedule. However, the lessor is an "**insured**" only for "**bodily injury**" or "**property damage**" resulting from the acts or omissions by:
   a. You;
   b. Any of your "**employees**" or agents; or
   c. Any person, except the lessor or any "**employee**" or agent of the lessor, operating a "**leased auto**" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "**leased auto**" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "**leased auto**", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "**loss**" to a "**leased auto**".
2. The insurance covers the interest of the lessor unless the "**loss**" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"**Leased auto**" means an "**auto**" leased or rented to you, including any substitute, replacement or extra "**auto**" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. **Cooperation**

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability,** the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident,** and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance.**

With respect to **Coverage A – Excess Follow Form Liability** only, if:

a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;

b. **Underlying Insurance** includes that person or entity as an additional insured; and

c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period.** Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured,** or chartered by or for a **Named Insured,** will be treated in the same manner as though the action were *in personam* against the **Named Insured.**

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured,** this insurance applies:

1. as if each **Named Insured** were the only **Named Insured;** and

2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

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