

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

DATE: 12/23/13
Page 1 of 6

CONTRACT NO: 007826 FEDERAL AID NO:
CONTRACT TITLE: SR 520 PONTOON CONSTRUCTION DESIGN-BUILD PROJECT
CHANGE ORDER NO: 111 CAT.A&B-CYCLE 3-6 SETTLEMENT

PRIME CONTRACTOR: XXXXXXXXXX KIEWIT-GENERAL, A JOINT VENTURE
33455 6TH AVE S
FEDERAL WAY WA 98003-6335

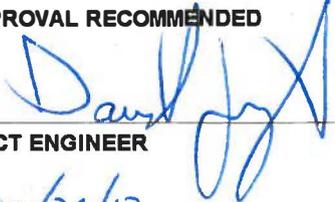
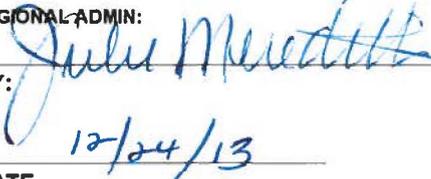
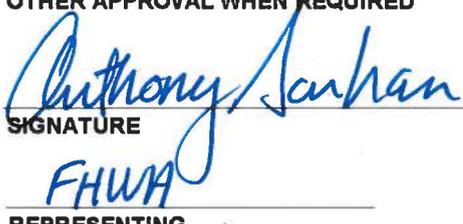
Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

ENDORSED BY:  <hr/> CONTRACTOR DATE <u>12/23/2013</u>	SURETY CONSENT: <hr/> ATTORNEY IN FACT <hr/> DATE
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ORIGINAL CONTRACT AMOUNT: 367,330,000.00
 CURRENT CONTRACT AMOUNT: 411,867,287.00
 ESTIMATED NET CHANGE THIS ORDER: 37,125,000.00
 ESTIMATED CONTRACT TOTAL AFTER CHANGE: 448,992,287.00

Approval Required: Region Olympia Service Center Local Agency

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> EXECUTED  PROJECT ENGINEER DATE <u>12/24/13</u>	EXECUTED:  STATE CONSTRUCTION ENGINEER DATE <u>12-26-13</u>
<input type="checkbox"/> APPROVAL RECOMMENDED TH <input type="checkbox"/> EXECUTED REGIONAL ADMIN:  BY: DATE <u>12/24/13</u>	OTHER APPROVAL WHEN REQUIRED  SIGNATURE <u>12/26/13</u> DATE REPRESENTING <u>FHWA</u>

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All work, materials, and measurements to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

This contract is revised as follows:

All work shall be in accordance with the Contract Documents listed in the Contract Form.

This change order addresses Category A and B changes in accordance with the General Provisions Section 1-04.4(3), as well as WSDOT directed changes in accordance with the General Provisions Section 1-04.4.

Description:

The purpose of this change order is to compensate the Design-Builder and its consultants, subcontractors and suppliers in full for all outstanding issues, potential change orders (PCO's), claims or disputes of any nature, up to and through September 10, 2013 for Work performed or to be performed through Project Physical Completion, for which WSDOT is responsible under the Contract.

The specific technical and design changes, or issues that require further clarification, shall be incorporated into the Contract under separate no-cost, no-time change orders.

Contract Documents:

The following Contract Documents are hereby modified as follows:

The Contract Form, Item 4.2 "Deadline for Physical Completion", previously modified by Change Order #101, is revised as follows:

Delete:

"The deadline for Project Physical Completion is January 7, 2015."

Add:

"The deadline for Project Physical Completion is August 12, 2015."

Exhibit B, WSDOT Identified Betterments, previously modified by Change Order #101, is revised as follows:

Delete:

"1B. Segment Physical Completion of the fourth delivery cycle of pontoons shall occur no later than February 9, 2014. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the fourth delivery cycle of pontoons after February 9, 2014, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder.

2. Segment Physical Completion of the final delivery cycle of pontoons shall occur no later than November 8, 2014. The Design-Builder agrees to pay

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CHANGE ORDER NO: 111

liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the final delivery cycle of pontoons after November 8, 2014, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder."

Add:

"The Design-Builder shall communicate Cycle delivery dates to WSDOT in its monthly schedule updates. Segment Physical Completion dates will be no later than October 10, 2013 for the third cycle, April 28, 2014 for the fourth cycle, October 14, 2014 for the fifth cycle, and April 14, 2015 for the final delivery cycle of pontoons."

General Provisions:

Chapter 1 General Provisions, Section 1-07.11(2).1, Disadvantaged Business Enterprise Participation Requirements for Design-Build Contracts, Counting DBE Participation Toward Meeting the Overall Design Build Contract Goal, is supplemented with the following:

"Monies paid under Change Order for administrative overhead, delay and impacts to the Work that do not include opportunities for sub-contractible work, and therefore DBE participation, should be documented and will be considered accordingly as part of the good faith effort."

Chapter 1 General Provisions, Section 1-08.9(1) Liquidated Damages For Delay, previously modified by Change Order No. #101 is revised as follows:

Delete:

"1. To pay (according to the following formula) liquidated damages for each day of delay in achieving:
(a) Second Delivery Cycle Segment Physical Completion beyond March 15, 2013;
(b) Fourth Delivery Cycle Segment Physical Completion beyond February 9, 2014;
(c) Final Delivery Cycle Segment Physical Completion beyond November 8, 2014;
(d) Project Physical Completion beyond January 7, 2015"

Add:

"1. To pay (according to the following formula) liquidated damages for each day of delay in achieving:
(a) Second Delivery Cycle Segment Physical Completion beyond March 15, 2013;
(b) Project Physical Completion beyond August 12, 2015."

Added Launch Channel Dredging:

The Design-Builder shall determine through bathymetric survey if additional channel dredging is necessary to accommodate the revised pontoon delivery dates and shall mitigate the need to perform additional dredging prior to cycle 6 float out. The Design-Builder shall provide all documentation to support its decision to dredge to WSDOT and shall consult with WSDOT prior to starting additional dredging operations. If the Design-Builder performs additional dredging, payment for dredging will be made under the new lump sum item, "Added Channel Dredging."

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CONTRACT NO: 007826

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Measurement:

There is no specific unit of measure for the new lump sum item, "Cycle 3 - 6 Settlement"

There is no specific unit of measure for the new lump sum item, "Added Channel Dredging."

Payment:

The lump sum item, "Cycle 3 - 6 Settlement", in the amount of Thirty Six Million Three Hundred Seventy Five Thousand dollars (\$36,375,000) shall be full and final compensation and settlement for all direct, indirect, overhead and other costs, including, but not limited to all impact or disruption costs of any nature, realized by the Design-Builder and/or its subcontractors, consultants, and suppliers except as specified below under Exception to Release.

The lump sum item, "Added Channel Dredging ", in the amount of Seven Hundred Fifty Thousand dollars (\$750,000) shall be full and final compensation for performing all additional dredging necessary to physically complete the Work.

Contract Time:

Contract Time is adjusted as described above in this change order.

Liquidated Damages:

The parties agree that the payment of this change order includes a deduction for the Cycle 2

liquidated damages in the credit amount of One Million Five Hundred Thousand dollars (\$1,500,000), which were previously deferred under Change Order No. 101.

Release:

By signing this change order, the Design-Builder, Kiewit-General JV (K-G), agrees and certifies that any and all issues, PCO"s, claims or disputes of whatsoever kind or nature, through September 10, 2013 for which WSDOT is responsible under the Contract are satisfied in full and the State of Washington is hereby released and discharged in full from said issues, potential change orders, claims or disputes.

Exception to Release:

The Design-Builder reserves its rights, to the extent provided for under the Contract, to seek an adjustment in Contract Price only, not Contract Time, for:

PCO #027 PCS Rebar Escalation. The nature of this disputed PCO is documented in KG WSDOT Serial Letter(s) #088 (dated 1/14/11) and #264 (dated 9/20/13). The parties agree that the disputed value of this PCO is no more than \$5,000,000.

PCO #261 - Keel Slabs - Keel slab cracks located at the underside of the slabs, approximately at the intersection of the end walls and keel slabs, which cannot be identified until after float out, shall be repaired as directed by WSDOT once K-G has provided inspection, crack mapping and a

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proposed repair procedure. The parties agree that this Work shall be performed in accordance with Force Account requirements and shall not exceed \$200,000.

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CONTRACT NO: 007826			CHANGE ORDER NO: 111				
ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
1040	05		CYCLE 3-6 SETTLEMENT	L.S.	0.00	0.00	36,375,000.00
1041	04		ADDED CHANNEL DREDGING	L.S.	0.00	0.00	750,000.00

37,125,000.00
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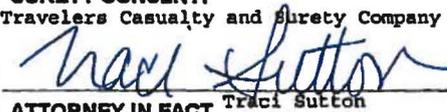
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PRIME CONTRACTOR: 200079843 KIEWIT-GENERAL, A JOINT VENTURE
 33455 6TH AVE S

FEDERAL WAY WA 98003-6335

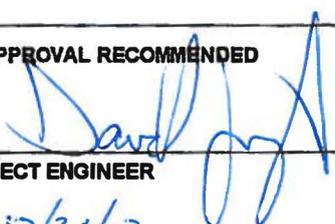
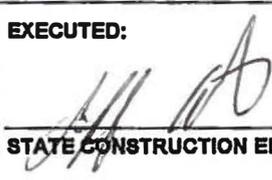
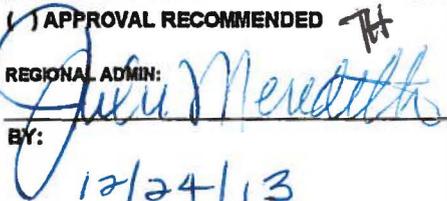
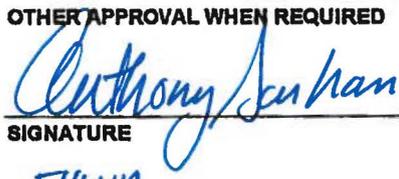
Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

ENDORSED BY:  <hr/> CONTRACTOR 12/23/2013 <hr/> DATE	SURETY CONSENT: Travelers Casualty and Surety Company of America  <hr/> ATTORNEY IN FACT Traci Sutton 12/23/13 <hr/> DATE
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<input checked="" type="checkbox"/> APPROVAL RECOMMENDED  <hr/> PROJECT ENGINEER 12/24/13 <hr/> DATE	<input type="checkbox"/> EXECUTED EXECUTED:  <hr/> STATE CONSTRUCTION ENGINEER 12-26-2013 <hr/> DATE
<input type="checkbox"/> APPROVAL RECOMMENDED TH REGIONAL ADMIN:  <hr/> BY: 12/24/13 <hr/> DATE	<input type="checkbox"/> EXECUTED OTHER APPROVAL WHEN REQUIRED  <hr/> SIGNATURE FHWA <hr/> REPRESENTING 12/26/13 <hr/> DATE



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225764

Certificate No. 005471249

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip G. Dehn, Terry K. Bartel, Tammy Pike, Paul A. Foss, Lisa Buller, Marie Huggins, and Traci Sutton

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of December, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

JAN 06 2013

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CONTRACT NO: 007826 **FEDERAL AID NO:**
CONTRACT TITLE: SR 520 PONTOON CONSTRUCTION DESIGN-BUILD PROJECT
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PRIME CONTRACTOR: 200079843 KIEWIT-GENERAL, A JOINT VENTURE
33455 6TH AVE S
FEDERAL WAY WA 98003-6335

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

ENDORSED BY: _____	SURETY CONSENT: Travelers Casualty and Surety Company of America <i>Traci Sutton</i> _____
CONTRACTOR _____	ATTORNEY IN FACT Traci Sutton
DATE _____	12/23/13 _____
	DATE

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Approval Required: Region Olympia Service Center Local Agency

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PROJECT ENGINEER _____		STATE CONSTRUCTION ENGINEER _____
DATE _____		DATE _____
<input type="checkbox"/> APPROVAL RECOMMENDED	<input type="checkbox"/> EXECUTED	OTHER APPROVAL WHEN REQUIRED
REGIONAL ADMIN: _____		_____
BY: _____		SIGNATURE _____ DATE _____
DATE _____		REPRESENTING _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225764

Certificate No. 005471249

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip G. Dehn, Terry K. Bartel, Tammy Pike, Paul A. Foss, Lisa Buller, Marie Huggins, and Traci Sutton

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of December, 2013

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.