

NOTARY PUBLIC BOND

Bond No. LSM1773226

STATE OF Alabama

COUNTY OF Shelby

exp. 06/06/2027



20230606000170410 1/4 \$43.00
Shelby Cnty Judge of Probate, AL
06/06/2023 10:05:37 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That we, Gail M. Lindsey,
as Principal, and RLI Insurance Company, a corporation duly
licensed to do business in the State of Alabama, as Surety, are held and firmly bound unto the State of Alabama in the sum of
Twenty Five Thousand and 00/100 dollars (\$ 25,000.00),
for the payment of which well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and assigns, firmly by
these presents, and we hereby waive our right to claim personal property exempt under the laws of Alabama.

Sealed with our seals, and dated this 30th day of May, 2023.

WHEREAS, the above-named Principal has been duly appointed Notary Public Alabama, (State at Large) on the 6th day of
June, 2023; for the term of four years from date of notary commission.

NOW, THEREFORE, the condition of this bond is that if the named Principal shall faithfully discharge the duties of the office of Notary
Public during his/her continuance therein, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Gail M. Lindsey (L.S.)
Principal

By [Signature]
Chris Cornelius Alabama Licensed Agent

P.O. Box 3967
Peoria, IL 61612-3967
Address



RLI Insurance Company
By B. H. W. Davis (L.S.)
Barton W. Davis Vice President

Approved and filed this 6 day of June, 2023.

[Signature]
Judge of Probate

By _____

THE STATE OF ALABAMA
COUNTY OF Shelby

OATH OF OFFICE

I, Gail M. Lindsey, do
solemnly swear that I will support the constitution of the United States and the Constitution of the State of Alabama, so long as I continue a
citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my
ability, so help me God.

Subscribed and sworn to before me this 1st day of June, 2023.

[Signature]
Joann Ziolkowski
Notary Public

Gail M. Lindsey
Principal



ALABAMA NOTARY PUBLIC ERRORS & OMISSIONS POLICY

Bond No. LSM1773226

Item 1. **RLI Insurance Company** (the "Company") will pay on behalf of

Name of Insured: Gail M. Lindsey

Principal Address: 5309 Sunrise Drive
Birmingham, AL 35242

_____, all sums which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

Item 2. **POLICY PERIOD:** This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced during the policy period or within the applicable Statute of Limitations pertaining to the Insured.

The Policy Period is May 30, 2023 to May 30, 2027.

LIMITS OF LIABILITY INCLUDING DEFENSE COSTS: The total liability of the Company for all loss (defined below) for all claims under this insurance including defense costs (defined below) shall not exceed the amount of Ten Thousand and 00/100 Dollars (\$ 10,000.00).

(NOT VALID IF FILLED IN FOR MORE THAN \$50,000)

This limit shall apply in the aggregate so that the Company's total liability for all claims and/or defense costs shall in no event exceed this amount.

I. **DEFENSE SETTLEMENT:** With respect to such insurance as is afforded by this Policy, the Company shall, provided the policy limit has not been exhausted, defend, in the Insured's name and behalf, any claim or suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such claim or suit is groundless, false or fraudulent. The Company, in the Insured's name and behalf, shall have the right to make such investigation, negotiation and settlement of any claim or suit as it may deem expedient.

II. **DEFINITIONS:** Wherever used in this policy, these words shall have the following meanings:

- (a) "Defense costs" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, paid or incurred by the Company in the investigation, settlement or defense of claims or suits; (2) costs taxed against the Insured in a suit defended by the Company; (3) premiums for bonds required in a suit defended by the Company, which bonds the Company shall have no obligation to furnish, but only for bonds up to the Company's limit of liability; (4) interest on a judgement as required by law until the Company offers the amount due under this insurance; and (5) reasonable expenses incurred by the Insured at the Company's request, other than loss of earnings.
- (b) Subject to all of the Exclusions of this policy (stated below), "loss" shall mean the total of: (1) sums the Insured legally must pay as direct compensatory damages because of claims covered by this insurance; (2) sums the Company agrees to pay in settlement of such claims, whether or not the Insured's legal liability has been determined; and (3) "defense costs" as defined above.

III. **EXCLUSIONS:** Coverage under this policy does not apply to any (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties; or (vii) performance of notarial service for any business which the Insured owns, is a partner of, manages or controls.

IV. **OTHER INSURANCE:** This insurance is excess over any other applicable insurance whether such insurance is primary, excess, contributory, contingent, or otherwise the whether such insurance is collectible or not, unless such other insurance is written to be specifically excess over the insurance provided by this policy.

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

- (a) Upon knowledge of any occurrence which may reasonably be expected to result in a claim or suit, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the potential claimant and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event longer than forty-five (45) days after discovery.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by it or its representative.



(c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured for acts, errors or omissions with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, admit any liability, assume any obligation or incur any expense except with the prior written consent of the Company.

V. **SUBROGATION:** In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

VI. **ASSIGNMENT:** This policy shall be void if assigned or transferred without the Company's written consent.

VII. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgement after actual trial or by written agreement of the Insured, the claimant, and the Company.

Any person or organization or the legal representative thereof, who is signatory to such judgement or written agreement, shall thereafter be able to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or the Insured's legal representative.

VIII. **CANCELLATION:** If this Policy has been in effect for more than sixty (60) days, or is a renewal of a policy the Company issued, the Company may cancel this Policy upon the occurrence, after the effective date of the Policy, of one or more of the following:

- A. Nonpayment of premium, including payment due on a prior policy the Company issued and due during the current Policy Period covering the same risks.
- B. Discovery of fraud or material misrepresentation by the Insured or their representative either in obtaining this insurance or in pursuing a claim under this Policy.
- C. A judgement by a court or an administrative tribunal that the Insured has violated an Alabama or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- D. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Insured or their representative, which materially increase any of the risks insured against.
- E. Failure by the Insured or their representative to implement reasonable loss control requirements, agreed to by the Insured as a condition of policy issuance, or which were conditions precedent to the Company's use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- F. A determination of the Commissioner of Insurance that the:
 - 1. Loss of, or changes in, the Company's reinsurance covering all or part of the risk would threaten its financial integrity or solvency; or
 - 2. Continuation of the policy coverage would (i) place the Company in violation of Alabama law or the laws of the state where it is domiciled; or (ii) threaten the Company's solvency.
- G. A change by the Insured or their representative in their notarial service activities, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.

The Company will mail or deliver advance written notice of cancellation, stating the reason for cancellation to the Insured, and to the producer of record, at least ten (10) days before the effective date of cancellation if the Company cancels for a reason listed in A. above; or, at least twenty (20) days before effective date of cancellation if the Company cancels for a reason listed in B. above; or, at least forty-five (45) days before the effective date of cancellation if the Company cancels for any reason listed in C. through G. above.

Upon cancellation by either the Insured or the Company, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment of unearned premium is not a condition of cancellation.

Dated, signed and sealed this 30th day of May, 2023.



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RLI Insurance Company

By

B. W. Davis

Barton W. Davis

Vice President

Address Claims to:
RLI Insurance Company
P.O. Box 3961
Peoria, IL 61612-3961

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POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

20230606000170410 4/4 \$43.00
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Bond No. LSM1773226

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Gail M. Lindsey

Obligee: Alabama Secretary of State

Type Bond: Notary

Bond Amount: \$ 25,000.00

Effective Date: May 30, 2023

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"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, any 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."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 30th day of May, 2023.



State of Illinois

County of Peoria

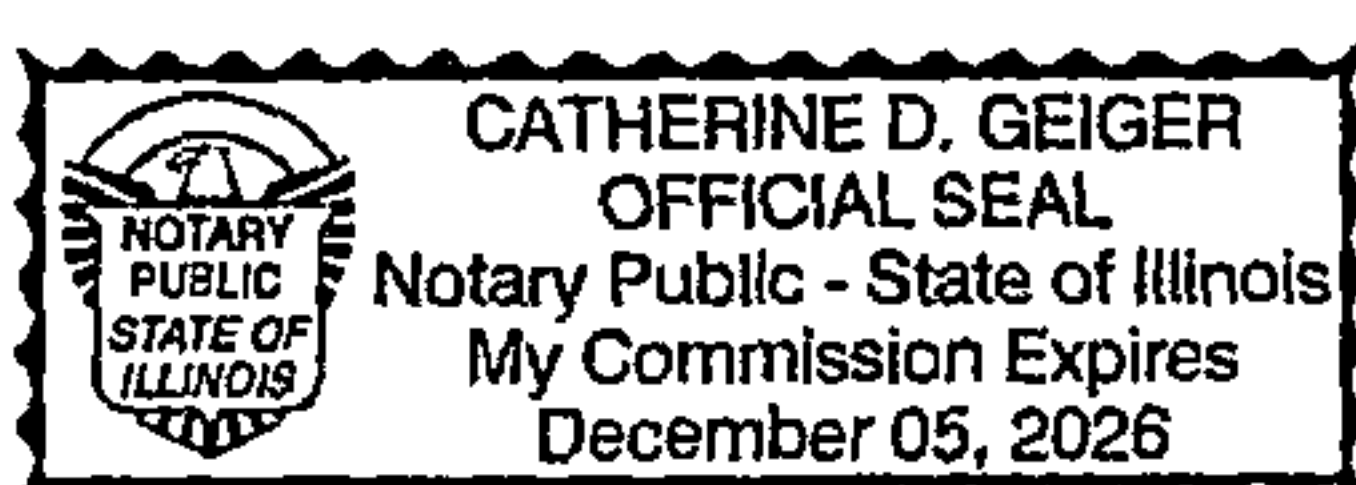
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On this 30th day of May, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Geiger
Catherine D. Geiger

Notary Public



RLI Insurance Company

By:

Barton W. Davis
Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 30th day of May, 2023.

RLI Insurance Company

By:

Jeffrey D. Fick
Jeffrey D. Fick

Corporate Secretary

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