

Telephone Corporation Surety Bond

Bond No. 999413697



That We, Pro Cloud SaaS LLC

(hereinafter called Principal) of

13829 Park Ave, Victorville, CA 92392

FILED

as principal, and The Ohio Casualty Insurance Company

(hereinafter called Surety) of

175 Berkeley Street, Boston, Massachusetts 02116

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a corporation duly organized under the laws of New Hampshire, as surety, are bound to the California Public Utilities Commission (hereinafter called Obligee or CPUC), as Obligee, in accordance with the provisions of the CPUC Decision 13-05-035 (issued June 3, 2013, D. 10-09-017/D.11-09-026, (issued September 3, 2010/September 28, 2011) and/or D.24-11-003 (issued November 12, 2024) in the full amount of Twenty-Five Thousand Dollars (\$25,000.00) for the payment of which we, the said Principal and the said Surety, bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally, by these presents.

WHEREAS, the Principal is licensed by the Obligee as a Telephone Corporation under the provisions of the California Public Utilities Code and;

WHEREAS, the Principal is required to post a performance bond pursuant to CPUC Decision 13-05-035, D. 10-09-017/D.11-09-026, or D.24-11-003 for the full and prompt payment of any monetary sanction (i.e. fines, fees, surcharges, taxes, penalties, and restitution) imposed against the Principal, its representatives, successors or assigns, in any CPUC enforcement proceeding brought under the California Public Utilities Code and CPUC Decisions applicable to Telephone Corporations.

NOW, THEREFORE, if the Principal shall fully comply with the requirements of the California Public Utilities Code and CPUC Decisions applicable to Telephone Corporations, the above obligation shall be void; otherwise to be continuous and remain in full force and effect. This bond shall become effective on the 10th day of June, 2025 and shall be continuous. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed twenty five thousand dollars (\$25,000.00).

The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the CPUC and the Principal by certified mail, it being understood that the Surety shall not be relieved of the liability that may have accrued under this bond prior to the date of cancellation. The Principal must secure a replacement performance bond before the expiration of cancelled performance bond and provide written notice to the CPUC of proof of the replacement performance bond.

The Principal shall provide written notice to the Surety of any attempt by the Principal to transfer or encumber utility property pursuant to the California Public Utilities Code, Article 6, sections 851, *et. Seq.*

Signed, Sealed and Dated this 10th day of June, 2025.

Principal: Pro Cloud SaaS LLC

By: 

Title: Shane Hannan, CEO & Founder



Surety: The Ohio Casualty Insurance Company

By: 

Title: Timothy A. Mikolajewski, Assistant Secretary



GENERAL AGREEMENT OF INDEMNITY

This General Agreement of Indemnity ("Agreement") is between Indemnitors, jointly and severally, in favor of Surety with respect to any Bond, guarantee or surety credit extended or issued by Surety on behalf of any Indemnitor, its subsidiaries, members, general partners, limited partners, joint venturers or affiliates or at an Indemnitor's request issued before or after the date of this Agreement. Surety includes any member of the Liberty Mutual Group, including but not limited to Liberty Mutual Insurance Company any other company that is part of or added to the Liberty Mutual Group, severally not jointly.

Indemnitors hereby agree as follows:

1. To pay premiums when due;
2. To deliver evidence satisfactory to Surety, of the release of all liability;
3. To exonerate and indemnify Surety from and against all claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in any manner related to the extension of surety credit, including the enforcement of the agreements contained herein and any matter subject to any bankruptcy court (collectively "LOSS");
4. That Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any LOSS and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the fact and extent of Indemnitor's liability;
5. To place Surety in funds within three days of demand, the amount Surety deems necessary to protect itself from any LOSS or potential LOSS, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any LOSS or in reimbursement to Surety for payment of same;
6. That Indemnitor hereby authorizes Surety to investigate statements made herein, **and to obtain credit report information from credit reporting sources/bureaus**, and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's extension of surety credit and with Indemnitor's compliance with obligations hereunder and under any Bond or underlying obligation, and Indemnitor hereby releases any of the aforementioned from liability in consequence of furnishing or disclosing such information;
7. That Surety may bring separate suits to recover hereunder as causes of action shall accrue and that the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising;
8. That all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or any other written agreement (with this Agreement collectively "INDEMNITY") related to the extension of surety credit, shall be in addition to and not in lieu of the rights afforded Surety under this Agreement;
9. That if Surety executes any Bond(s) with any co-surety or reinsures all or any part of any Bond(s), that all the terms of this Agreement shall apply and operate for the benefit of such co-surety and reinsurer, as their interests may appear;
10. That these covenants shall be jointly and severally binding upon Indemnitor, its respective heirs, executors, administrators, successors and assigns;
11. That Surety shall have the right to decline to issue or to cancel Bond(s) at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived;
12. That the exercise, delay of or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude Surety's simultaneous or subsequent exercise or constitute any waiver of such or other rights, remedies or powers;
13. That if any Bond(s) relate to the assets of an estate, Indemnitor will provide reasonable access to all records concerning the estate and upon request shall provide a written report of the condition of the estate. Furthermore, Indemnitor grants, assigns, pledges and conveys to Surety as security, a lien on and security interest in and to Indemnitor's interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in the contracts or obligations (and all proceeds thereof without limitation) that arise in any manner whatsoever as a result of the extension of surety credit. While the lien and security interests are effective immediately, Surety may exercise its remedies with respect to such only in the event of: a) Indemnitor's failure to fulfill any obligation whatsoever for which i) Bond(s) are provided, ii) contained in any Bond(s), or iii) contained within any INDEMNITY agreement with the Surety; and b) any assignment by Indemnitor for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitor hereby authorizes Surety to file any such financing statement as Surety deems necessary or appropriate to perfect the liens and security interest granted herein. All parties agree that any scanned or electronically digitized copy or digital version of this Agreement made by Surety as part of its record storage and retention programs or in the normal course of business shall be as effective as the original and any digital signature will be considered as a wet signature for all purposes. An Indemnitor may terminate its liability under this Agreement upon twenty (20) days' notice sent by registered and certified mail or courier requiring proof of delivery signature to Surety, but any such notice of termination shall not operate to modify, bar, or discharge Indemnitors as to any Bonds: (a) that may have been executed or authorized prior to the expiration of the notice period; (b) which may be executed after the expiration of the notice period in fulfillment of any commitment given by Surety prior to the expiration of such notice period; (c) executed in connection with any project as to which any bid bond was executed or authorized prior to the expiration of such notice period; and/or (d) that are renewed, extended, substituted or modified after the expiration of such notice period. Such termination of liability as to any Indemnitor in no way affects the obligation of any other Indemnitor who has not given notice as herein provided. All notices to Surety shall be sent to: Liberty Mutual Surety, 2200 Renaissance Blvd., Suite 400, King of Prussia, PA 19406-2755.

By signing below, each individual signing on behalf of a business entity and/or a trust, represents and warrants that he or she is duly authorized by the entity and/or trust to bind it to this Indemnity Agreement and that the entity and/or trust has a material interest in the issuance of any requested Bonds. In the case of a trust, the Trustee further represents and warrants that he or she has the ability and will resolve out of trust assets the obligations to the surety pursuant to the Indemnity Agreement regardless of any spendthrift provisions or any other limitations on distributions.

➡ Date: 6/11/2025 June 10, 2025

(Sign Application Twice - Once as Applicant and once as Supporting Indemnitor)

BY: Pro Cloud SaaS LLC

BY: Shane Hannan

13829 Park Ave, Victorville, CA 92392

7702 E Doubletree Ranch Rd, 300, Scottsdale, AZ 85258

BY: Shane Hannan
Shane Hannan - Member

BY: Shane Hannan
Shane Hannan - Individually

DATE: 06/11/2025

DATE: 06/11/2025






SIGNATURE REQUESTED: Pro Cloud - Bond Indemnity Agreement

Final Audit Report

2025-06-11

Created:	2025-06-10
By:	Jen Roberts (Jen.Roberts@aleragroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApBFb5RRbLxulHBp0WIKKQN0BpeVW8Xb9

"SIGNATURE REQUESTED: Pro Cloud - Bond Indemnity Agreement" History

-  Document created by Jen Roberts (Jen.Roberts@aleragroup.com)
2025-06-10 - 5:59:49 PM GMT
-  Document emailed to Shane Hannan (shane.hannan@procloudsaas.com) for signature
2025-06-10 - 6:00:52 PM GMT
-  Email viewed by Shane Hannan (shane.hannan@procloudsaas.com)
2025-06-10 - 6:02:26 PM GMT
-  Document e-signed by Shane Hannan (shane.hannan@procloudsaas.com)
Signature Date: 2025-06-11 - 2:20:50 PM GMT - Time Source: server
-  Agreement completed.
2025-06-11 - 2:20:50 PM GMT



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Pro Cloud SaaS LLC

Agency Name: Alera Group Inc.

Bond Number: 999413697

Obligee: California Public Utilities Commission

Bond Amount: (\$25,000.00) Twenty-five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 10th day of June, 2025.



The Ohio Casualty Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of June, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company 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 Company this 10th day of June, 2025.



By:

Renee C. Llewellyn, Assistant Secretary