

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

Bergeron Park of Commerce South Family Limited Partnership

Address 19612 Sw 89th Place, Pembroke Pines FL 33332

As Principals, and Arch Insurance Company

a corporation, existing under the laws of the State of Missouri and having heretofore complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State and listed in the latest revision of circular 570 "Surety Companies Acceptable on Federal Bonds", as Surety, are held and firmly bound unto the City of Pembroke Pines of Broward County, a municipal corporation of the State of Florida, in the full and just sum of \$\$68,863.30 Dollars, lawful money of the United States of America, for which sum well and truly to be paid to said City of Pembroke Pines, the said Principal and the said Surety do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case maybe, jointly and severally, firmly by these presents.

WHEREAS, the above Principal is required to furnish a good and sufficient bond in the amount of one hundred and ten percent (110%) of the estimated cost of the public improvements listed on Exhibit "A", hereto attached, and to furnish labor, tools, equipment and materials for said improvements, together with all work incidental thereto, as fully set out in the approved engineering drawings, specifications and details on file in the Office of the City Engineer, entitled

Bergeron 15.25 Acre Parcel

NOW, THEREFORE, the condition of this obligation is such that if the above Principal, its successors and assigns shall, in good and workmanlike manner, perform the work and comply strictly with the conditions of said engineering documents (drawings, specifications and details), within eight (8) months of its signing these presents, and shall indemnify and save harmless the said City and the City Engineer and its or his agents against damages that may happen to persons or property by reason of excavations or embankments, obstructions and all other work on or off the site or arising out of any act, neglect or omission of said Principal, his or its agents, servants or employees with relation to said work, and from all suits and acts of every nature arising out of claims of patentees of any process connected with the said work, or of any material or materials used upon the work, and shall pay all costs accruing if the improvements contract is canceled and a contract for finishing the work is let by the City, and shall pay all other expense lawfully chargeable to said Principal, then these presents shall be null and void, otherwise to remain in full force and effect. The time period for the completion of the work (failure to complete gives the City the right to call the bond) is not the life of this Bond. The bond shall continue in effect until called by the City, or released by the City.

Upon receipt and approval by the City Engineer of accurate "As-Builts" engineering drawings, which have been prepared and certified by the Designing Engineer, together with appurtenant details and exhibits, the City Engineer or his agent shall inspect the improvements agreed to be constructed for their initial acceptance. If his investigation reveals any insufficiencies, he shall notify the Principal, in writing, that the work is unacceptable.

If the Principal shall fail or refuse to correct said insufficiencies in workmanship, or materials, or both, within ninety (90) days after said written notice by the City Engineer, then the City shall have the right, pursuant to public advertisement and receipt and acceptance of bids, to cause said insufficiencies in workmanship, or materials, or both, to be corrected. In such case, the Principal and Surety (to the extent of this bond) shall be jointly and severally liable hereunder to pay to and indemnify the City upon the correction of said insufficiencies

in workmanship, or materials, or both, the full total cost thereof, including but not limited to, engineering, legal and contingent costs together with any damage, direct or consequential, which the City may sustain on account of the failure of the Principal to comply with all of the requirements hereof.

Upon recommendation by the City Engineer for initial acceptance and upon compliance by Principal with the applicable conditions as hereinabove stated, the City Commission shall consider the recommendation of the City Engineer and upon acceptance of said recommendation, shall by resolution, release this bond and reduce this obligation to twenty (20%) percent of the certified final cost of the improvements.

CONSEQUENTLY, the condition of the reduced obligation is such that if the Principal, its successors or assigns, shall have made all corrections and shall have paid all claims for the cost of correcting all insufficiencies in workmanship, or materials, or both, discovered within one (1) year of the date of initial acceptance of the improvements by the City Commission, then this obligation shall be void; else to continue in force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this 23rd day of July, A.D., 2019.

SIGNED AND SEALED  
IN THE PRESENCE OF:

\_\_\_\_\_

Bergeron Park of Commerce South Family Limited Partnership

(Title) for the President

Ronald M. Bergeron, Sr., President

Attested by

(Title)

Chief Financial Officer

Travelers Casualty and Surety Company of America

(Title) for the Surety

Attested by

Jennifer Stephens, Witness

(Title)

Carol A. Woolley  
(As to Principal)

Sina M. Oakes

K. Wojtowicz  
(As to Surety) Kevin Wojtowicz, Attorney-in-Fact

NOTE: The respective corporate seals should be affixed:



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Lake Worth, FL  
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)  
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)  
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)  
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

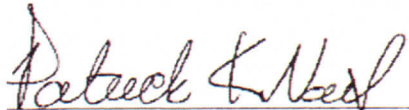
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

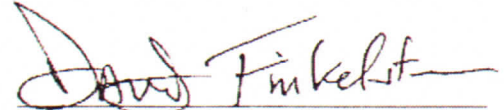
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1<sup>st</sup> day of May, 2019.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

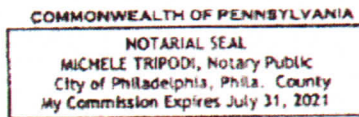


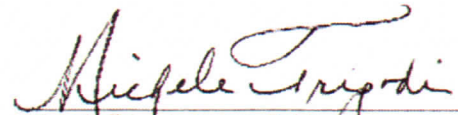
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

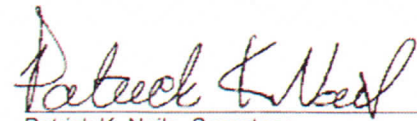


  
Michele Tripodi, Notary Public,  
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23<sup>rd</sup> day of July, 2019.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102

