

This Instrument Was Prepared By
and Record and Return to:
Lauren Deutch, Esq.
Broad and Cassel LLP
2 South Biscayne Blvd., 21st Floor
Miami, Florida 33131

Tax Folio No. 5141 16 23 0010

NOTICE OF COMMENCEMENT

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The undersigned hereby gives notice that improvements will be made to the real property described below and in accordance with Section 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. Description of the property:
 - a. Legal Description: See legal description attached hereto as Exhibit "A".
 - b. Street Address: 709 SW 88th Avenue, Pembroke Pines, FL 33025
2. General description of the improvements: Residential Apartments (110 units), parking and related amenities.
3. Leasehold Owner Information:
 - a. Name and Address: Douglas Gardens V, Ltd.
 3225 Aviation Avenue
 Suite 602
 Miami, FL 33133
 - b. Fee simple title holder (if other than owner):

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
c/o Department of Environmental Protection
3900 Commonwealth Blvd., Mail Station 130
Tallahassee, FL 32399
Attn: Director, Division of State Lands
4. Contractor:
 - a. Hennessy Construction Services
 2300 22nd Street North
 St. Petersburg, Florida 33713
 - b. Phone number: 727-821-3223
 Fax: 727-822-5726

5. Surety:

a. Name and Address:

Matson-Charlton Surety Group
700 S. Dixie Hwy. Suite 100
Coral Gables, FL 33146

b. Phone number: 305-662-3852

c. Amount of Bond: \$13,696,820.35

6. Construction Lender and Additional Lender:

a. Construction Lender Name and Address:

U.S. Bank, National Association
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
Attn: Director of CLD Asset Management
Phone number: 314-335-2661

b. Additional Lender Name and Address:

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301
Phone number: 850-488-4198

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served provided by Section 713.13(1)(a)7, Florida Statutes:

Douglas Gardens V, Ltd.
3225 Aviation Avenue
Suite 602
Miami, FL 33133

8. In addition to himself, Owner designates Construction Lender and First Housing Development Corporation (at the address set forth below) and Contractor (at the address set forth above) to receive a copy of the Lienor's Notice as provided in Section 713.13(2)(b), Florida Statutes:

First Housing Development Corporation
107 South Willow Avenue
Tampa, Florida 33606
Attn: Loan Administration
Phone: 813-289-9410

9. Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified): March 31, 2019

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

WITNESSES:

DOUGLAS GARDENS V, LTD.,
a Florida limited partnership

By: MJHS DOUGLAS, LLC, a Florida limited
liability company, its general partner

By DOUGLAS GARDENS SENIOR
HOUSING, INC., a Florida not-for-profit
corporation, its sole member

[Handwritten signature of Leslie Marie Torres]

Print: Leslie Marie Torres

[Handwritten signature of Margaret K. Lombardi]
Print: MARGARET K. LOMBARDI

By: *[Handwritten signature of Richard D. Skelly]*
Richard D. Skelly
Treasurer

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25 day of January, 2018,
by Richard D Skelly, as Treasurer of DOUGLAS GARDENS SENIOR HOUSING, INC., a Florida not-
for-profit corporation, the sole member of MJHS DOUGLAS, LLC, a Florida limited liability company,
the general partner of DOUGLAS GARDENS V, LTD., a Florida limited partnership, on behalf of the
corporation, the limited liability company and the limited partnership. Said person is personally known to
me or has produced a valid driver's license as identification.

[Handwritten signature of Notary Public]



Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

[SIGNATURE PAGE TO NOTICE OF COMMENCEMENT]

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF TRACT "A", PATHWAYS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 152, ON PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "A", THENCE NORTH 87°47'13" EAST ALONG THE NORTH LINE OF SAID TRACT "A", A DISTANCE OF 622.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°47'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH A LINE BEING 662.28 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT "A"; THENCE SOUTH 02°08'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 139.00 FEET TO AN INTERSECTION WITH A LINE BEING 139.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE NORTH 87°47'13" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 347.00 FEET TO AN INTERSECTION WITH A LINE BEING 257.81 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A"; THENCE SOUTH 02°08'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 395.00 FEET TO AN INTERSECTION WITH A LINE BEING 534.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 87°47'13" WEST ALONG SAID PARALLEL LINE; A DISTANCE OF 337.00 FEET TO AN INTERSECTION WITH A LINE BEING 594.81 FEET WEST OF AND PARALLEL WITH SAID EAST LINE; THENCE NORTH 02°08'42" WEST ALONG SAID PARALLEL LINE 40.00 FEET TO AN INTERSECTION WITH A LINE BEING 494.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 87°47'13" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH A LINE BEING 622.28 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE NORTH 02°08'42" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 494.00 FEET TO THE POINT OF BEGINNING.



Bond No.: 106739698

Document A312™ – 2010

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: (Name, legal status, and address)

SURETY: (Name, legal status, and principal place of business)

HTG Hennessy, LLC
2300 22nd Street North
St. Petersburg, Florida 33713

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER: (Name, legal status, and address)

Douglas Gardens V, LTD
3225 Aviation Avenue, Suite 602
Coconut Grove, Florida 33133

CONSTRUCTION CONTRACT:

Date: June 12, 2017

Amount: Thirteen Million Six Hundred Ninety-six Thousand Eight Hundred Twenty and 35/100 Dollars (\$13,696,820.35)

Description: Douglas Gardens
(Name and location) 709 SW 88th Avenue, Pembroke Pines, Florida 33025

BOND:

Date: November 14, 2017
(Not earlier than Construction Contract Date)


Amount: Thirteen Million Six Hundred Ninety-six Thousand Eight Hundred Twenty and 35/100 Dollars (\$13,696,820.35)

Modification to this Bond: None See Section 16

CONTRACTOR:
HTG Hennessy, LLC

SURETY:
Travelers Casualty and Surety Company of America

Signature: 
Seal

Signature: 
Seal

Name and Title: **MARK STALKER**, President

Name and Title: Joseph R. Williams
Attorney-In-Fact & FL Licensed Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address, and telephone)

AGENT or BROKER:
Joseph R. Williams
Wells Fargo Insurance Services
3475 Piedmont Road, Suite 800
Atlanta, Georgia 30305
(404) 923-3700

OWNER REPRESENTATIVE: (Architect, Engineer, or other party)
Pasquale Kuritzky Architecture, Inc.
5101 NW 21st Avenue, Suite 360
Fort Lauderdale, FL 33309

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is Incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:
Dual-Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR:
N/A

SURETY:

Signature: N/A Seal
Name and Title:
Address:

Signature: _____ Seal
Name and Title:
Address:

CONTRACTOR:
N/A

SURETY:

Signature: N/A Seal
Name and Title:
Address:

Signature: _____ Seal
Name and Title:
Address:



Document A312™ – 2010

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: (Name, legal status, and address)

HTG Hennessy, LLC
2300 22nd Street North
St. Petersburg, Florida 33713

Surety: (Name, legal status, and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER: (Name, legal status, and address)

Douglas Gardens V, LTD
3225 Aviation Avenue, Suite 602
Coconut Grove, Florida 33133

CONSTRUCTION CONTRACT:

Date: June 12, 2017
Amount: Thirteen Million Six Hundred Ninety-six Thousand Eight Hundred Twenty and 35/100 Dollars (\$13,696,820.35)
Description: Douglas Gardens
(Name and location) 709 SW 88th Avenue, Pembroke Pines, Florida 33025

BOND:

Date: November 14, 2017
Amount: Thirteen Million Six Hundred Ninety-six Thousand Eight Hundred Twenty and 35/100 Dollars (\$13,696,820.35)

Modification to this Bond: None See Section 18

CONTRACTOR:

HTG Hennessy, LLC

SURETY:

Travelers Casualty and Surety Company of America

Signature: 

Name and Title:

MARK STALKER, President

Signature: 

Name and Title:

Joseph R. Williams
Attorney-In-Fact & FL Licensed Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address, and telephone)

AGENT or BROKER:

Joseph R. Williams
Wells Fargo Insurance Services
3475 Piedmont Road, Suite 800
Atlanta, Georgia 30305
(404) 923-3700

OWNER REPRESENTATIVE: (Architect, Engineer, or other party)

Pasquale Kuritzky Architecture, Inc.
5101 NW 21st Avenue, Suite 360
Fort Lauderdale, FL 33309

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Dual-Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR:
N/A

SURETY:
N/A

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

CONTRACTOR:

SURETY:

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

DUAL-OBLIGEE RIDER
TO PERFORMANCE AND PAYMENT BONDS

WHEREAS, on or about the 12th day of June, 2017, HTG Hennessy, LLC, 2300 22nd Street North, St. Petersburg, Florida 33713, as Contractor, entered into a written agreement with Douglas Gardens V, LTD, 3225 Aviation Avenue, Suite 602, Coconut Grove, FL 33133, as Owner, for the Douglas Gardens, 709 SW 88th Avenue, Pembroke Pine, Florida 33025, herein referred to as the Contract; and

WHEREAS, the Contractor, as Principal, and the Travelers Casualty and Surety Company of America, One Tower Square, Hartford, Connecticut 06183, a Connecticut corporation, as Surety, made, executed and delivered to said Owner their joint and several Performance and Payment Bonds; and

WHEREAS, the Owner has arranged for a loan to be used exclusively for the payment for the performance of said contract and has requested the Contractor and Surety to join with the Owner in the execution and delivery of this Rider, and the Contractor and Surety have agreed so to do upon the conditions herein stated.

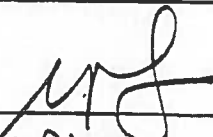
NOW, THEREFORE, in consideration of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The Performance and Payment Bonds aforesaid shall be and it is hereby amended as follows:

1. The name of U.S. Bank National Association, a national banking association, its successors, and/or assigns, as dual-obligee, Florida Housing Finance Corporation, its successors and/or assigns, as Lender and U.S. Bancorp Community Development Corporation, a Minnesota corporation, its successors and permitted assigns, 1307 Washington Ave., Suite 300, St. Louis, MO 63103 as dual obligee as Equity Investor shall be added to said Bonds as Named Obligees.
2. There shall be no liability on the part of the Principal or Surety under these bonds to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.
3. In no event shall the Surety be liable in the aggregate to all Obligees for more than the penalty of these Bonds, nor shall it be liable except for a single breach or default. At the Surety's election, any payment due to Obligee may be made by its check issued jointly to all Obligees.
4. Except as herein modified, said Performance and Payment Bonds shall be and remain in full force and effect.


SIGNED, sealed and dated this 14th of November, 2017.

Douglas Gardens V, LTD

By 
Matthew Rieger
Authorized Representative
of the GP

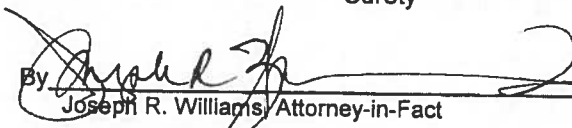
HTG Hennessy, LLC

Principal

By 
MARK STALKER, PRESIDENT

Travelers Casualty and Surety Company of America

Surety

By 
Joseph R. Williams, Attorney-in-Fact



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. 232246

Certificate No. 007250991

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

Scott Davis, Tina Kennedy, Dawn T. Kirkland, Steven L. Swords, Carol Philyaw, Cheryl Boozer, Annette Wisong, Joseph W. Hamilton, III, Joseph R. Williams, Tracy Gordon, Julia Anderson, Chaun M. Wilson, Rebecca E. Howard, Sarah Hancock, Karina Plis, and Desiree Payne

of the City of Atlanta, State of Georgia, 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 5th day of June, 2017.

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 5th day of June, 2017, 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, 2021.



[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 14th day of November, 2017.

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.