

COMPLETION BOND - WORK WITHIN
THE RIGHT-OF-WAY OR EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we Hennessy Construction Services Corp. A Florida Corporation
_____ hereinafter called Principal, and American Alternative Insurance Corporation
_____, hereinafter called Surety, are held and firmly bound unto the County of Pinellas, a political subdivision of the State of Florida, hereinafter called County, or its successor in interest in the event of annexation by a municipality, in the penal sum of Thirty-six Thousand Nine Hundred Seventy-five & 40/100 (36,975.40) United States Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above named Principal has applied to the County for approval of a Right-of-way Utilization permit for work within the right-of-way or easement for the site known as Seminole Square
located at 2005 Seminole Blvd., Largo, FL and has agreed, as a condition to the approval of said permit by said County, to construct the improvements set forth on the approved Permit and its accompanying plans and hereby made a part hereof by reference thereto, which improvements consist of Work Within the County Right-Of-Way - RUP-22-00748,
and

WHEREAS, the approval of said permit by said County is further conditioned upon the furnishing of an adequate surety bond to be furnished to the County.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respect comply with the terms and conditions of the approval of said permit, these conditions being more specifically the completion of the improvements, in accordance with the ordinances and regulations of Pinellas County in regard to improvements and according to the plans, specifications, and schedules covering said work, and such approved additions, amendments, or alterations as may be made in the plans, specifications, and schedules for such work as approved by Pinellas County, and shall complete all of said work on or before February 16, 2024, then this obligation shall be void, otherwise remaining in full force and effect.

WHEREAS, PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST shall notify the Principal in writing of any items that need to be completed or corrected for the acceptance of the improvements by PINELLAS COUNTY OR ITS SUCCESSOR IN INTEREST for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to complete or correct said improvements.


WHEREAS, Surety unconditionally covenants and agrees that if the Principal fails to complete or correct said improvements, within the time specified, the Surety, upon 30 days written notice from PINELLAS COUNTY, ITS AUTHORIZED AGENT OR OFFICER, OR ITS SUCCESSOR IN INTEREST, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to complete or correct said improvements, the COUNTY OF PINELLAS OR ITS SUCCESSOR IN INTEREST, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, completion, repair, or replacement of said improvements to which the Principal and Surety unconditionally agree and,

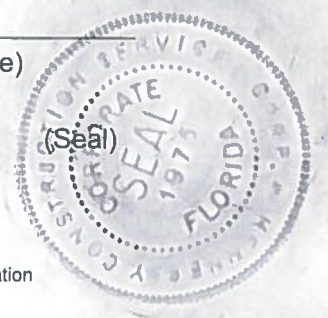
WHEREAS, the Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the work to be performed or materials to be furnished thereunder, or in the plans, specifications and schedules covering same, shall any wise affect said obligation of said Surety on this bond and the said Surety does hereby waive notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules.

The Principal and Surety further jointly and severally agree that the COUNTY, OR ITS SUCCESSOR IN INTEREST, at its option, shall have the right to complete or correct said improvements, or, pursuant to public advertisement and receipt of bids, cause to be completed or corrected the improvements in case the Principal shall fail or refuse to do so, and in the event the COUNTY, OR ITS SUCCESSOR IN INTEREST should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally bound hereunder to reimburse the COUNTY, OR ITS SUCCESSOR IN INTEREST the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to complete or correct the improvements.

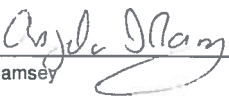
IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on the 17th day of February, 2023.

Hennessy Construction Services Corp. A Florida Corporation
(Corporation Name)

By:  _____
Mark J. Stalker, President
(Printed name and title)



Attest:



Angela D. Ramsey
(Corporate Seal)

American Alternative Insurance Corporation
By:  _____
As its agent and Attorney in fact Jennifer C. Hoehn



Note: ATTACH STANDARD FORM SHOWING ATTORNEY IN FACT AUTHORIZATION

The following page is the same, but shows what information needs to go in the blanks.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

John David Pollack, III; G. Timothy Wilkerson; Jennifer C. Hoehn; Donna K. Ashley; Jacqueline Jordan Hampton; and Angela D. Ramsey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

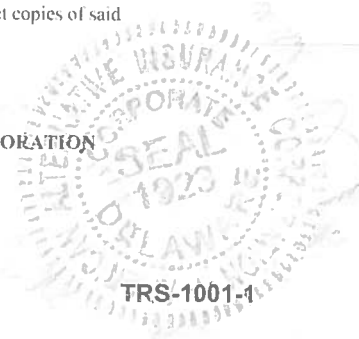
Witness the hand of the undersigned and the seal of said Corporation this 17th day of February, 2023



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera, dated Sep 24, 2021 16:06 EDT

Ignacio Rivera, Deputy General Counsel & Secretary



TRS-1001-1