

This Instrument Prepared By
and Return To:
W. Terry Costolo, Esq.
Nelson Mullins Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

Permit Nos.: PRBD20201253024 and PRBD20210311027

Parcel Identification: 48586003020

NOTE TO RECORDER: THIS INSTRUMENT ORIGINALLY RECORDED FEBRUARY 1, 2022 AT 9:44 P.M. IN OFFICIAL RECORDS BOOK 6079, PAGE 206, IN THE PUBLIC RECORDS OF IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN THE NAME OF THE SURETY ON PAGE TWO AND TO CORRECT EXHIBIT A ATTACHED HERETO.

NOTICE OF COMMENCEMENT

STATE OF FLORIDA

COUNTY OF Miami-Dade

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: 8455 Rattlesnake Hammock Road, Naples, Collier County, Florida as more fully described on **Exhibit "A"** attached hereto and made a part hereof.

General description of improvements: Construction of a multifamily rental housing development located at 8455 Rattlesnake Hammock Road, Naples, Collier County, Florida, to be known as "Allegro at Hacienda Lakes" and together with related site improvements.

3. Owner information:

- a. Name and address: MHP Collier Ltd
601 Brickell Key Drive, Suite 700
Miami, Florida 33131
- b. Interest in property: Fee Simple
- c. Name and address of fee simple titleholder (if other than owner):

4. Contractor:

- a. Name and address: MHP – Hennessey Construction, LLC
2300 22nd Street, North
St. Petersburg, Florida 33713
- b. Phone number: (727) 821-3223

5. Surety:

- a. Name and address: Frankenmuth Mutual Insurance Company
1 Mutual Avenue
Frankenmuth, MI 48787
- b. Amount of bond: \$25,863,617.00

A copy of the bond is attached hereto as **Exhibit "B"**

6. Lender:

- a. Name and address: Florida Housing Finance Corporation
Attn: Executive Director
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301
Phone number: 850-488-4198
- b. Name and address: KeyBank National Association
4910 Tiedeman Road, 3rd Floor
Mail Code OH-01-51-0311
Brooklyn, Ohio 44144
Attention: Community Development Lending
Telephone: (216) 689-5579
Facsimile: (216) 689-5712
Reference: MHP Collier Ltd

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

- a. Name and address: MHP Collier Ltd
Attn: Christopher Shear
601 Brickell Key Drive, Suite 700
Miami, Florida 33131
Phone number: 786-257-2767

8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:

- a. Name and Address: Florida Housing Finance Corporation
c/o First Housing Development Corporation
of Florida
Attn: Loan Administration
107 S. Willow Avenue
Tampa, Florida 33606
Phone: 813 289-9410

b. Name and Address: KeyBank National Association
4910 Tiedeman Road, 3rd Floor
Mail Code OH-01-51-0311
Brooklyn, Ohio 44144
Attention: Community Development Lending
Telephone: (216) 689-5579
Facsimile: (216) 689-5712
Reference: MHP Collier Ltd

9. Expiration date of notice of commencement: 630 days from the date of recording.


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.

Under penalty of perjury, I declare that I have read the foregoing Notice of Commencement and that the facts stated therein are true to the best of my knowledge and belief.

BORROWER:

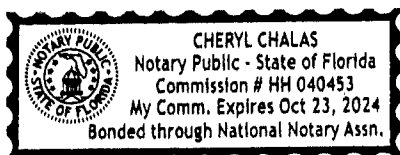
MHP COLLIER LTD, a Florida limited partnership

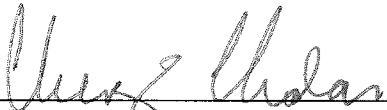
By: MHP Collier SLP, LLC, a Florida limited liability company, its Special Limited Partner

By: 
W. Patrick McDowell
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of January, 2022, by W. Patrick McDowell, as Chief Executive Officer of MHP Collier SLP, LLC, a Florida limited liability company, as Special Limited Partner of MHP COLLIER LTD, a Florida limited partnership, on behalf of said company and partnership, who ☒ is personally known to me, or ☐ produced _____ as identification.





Signature of Notary
NOTARY PUBLIC STATE OF FLORIDA
My Commission
Expires: Oct. 23, 2024

EXHIBIT A**LEGAL DESCRIPTION**

The land referred to herein below is situated in the County of Collier, State of Florida, and described as follows:

BEING A PORTION OF TRACT I, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21, OF THE OF PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF TRACT I, HACIENDA LAKES OF NAPLES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 10 THROUGH 21, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE NORTH $88^{\circ}58'45''$ WEST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT I AND THE NORTHERLY BOUNDARY LINE OF ESPLANADE AT HACIENDA LAKES PHASE ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 1 THROUGH 9, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, A DISTANCE OF 445.48 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 42 OF SAID ESPLANADE AT HACIENDA LAKES PHASE ONE; THENCE SOUTH $89^{\circ}01'58''$ WEST ALONG THE SAID SOUTHERLY BOUNDARY LINE OF TRACT I, A DISTANCE OF 62.02 FEET; THENCE NORTH $01^{\circ}01'15''$ EAST LEAVING SAID SOUTHERLY BOUNDARY LINE OF TRACT I, A DISTANCE OF 497.95 FEET; THENCE SOUTH $88^{\circ}58'45''$ EAST, A DISTANCE OF 235.29 FEET; THENCE NORTH $01^{\circ}01'15''$ EAST, A DISTANCE OF 390.08 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID TRACT I; THENCE NORTH $87^{\circ}37'31''$ EAST ALONG THE SAID NORTHERLY BOUNDARY LINE OF TRACT I, A DISTANCE OF 31.70 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE SAID NORTHERLY BOUNDARY LINE OF TRACT I, 211.69 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 851.16 FEET, THROUGH A CENTRAL ANGLE OF $14^{\circ}15'01''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $85^{\circ}14'53''$ EAST, 211.15 FEET; THENCE SOUTH $11^{\circ}53'24''$ WEST LEAVING THE SAID NORTHERLY BOUNDARY LINE OF TRACT I, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE, THENCE EASTERLY, 108.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 979.00 FEET, THROUGH A CENTRAL ANGLE OF $06^{\circ}21'56''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $81^{\circ}18'18''$ EAST, 108.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 104.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF $85^{\circ}30'31''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $41^{\circ}44'01''$ EAST, 95.04 FEET; THENCE SOUTH $01^{\circ}01'15''$ WEST, A DISTANCE OF 275.26 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 109.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH $46^{\circ}01'15''$ WEST, 98.99 FEET; THENCE NORTH $88^{\circ}58'45''$

WEST, A DISTANCE OF 153.04 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 60.12 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 285.00 FEET, THROUGH A CENTRAL ANGLE OF 12°05'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 82°56'10" WEST, 60.01 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 87.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 90°52'25" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 31°27'22" WEST, 78.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 96.99 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 24°09'38" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 01°54'01" EAST, 96.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 111.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 285.00 FEET, THROUGH A CENTRAL ANGLE OF 22°24'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 01°01'13" EAST, 110.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 96.33 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 23°59'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 00°13'18" EAST, 95.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 102.69 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 106°58'50" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 41°42'48" EAST, 88.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY, 95.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 821.00 FEET, THROUGH A CENTRAL ANGLE OF 06°40'27" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°27'34" EAST, 95.58 FEET; THENCE NORTH 11°53'24" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SAID NORTHERLY BOUNDARY LINE OF TRACT I AND TO A POINT ON A NON-TANGENTIAL CURVE; THENCE EASTERLY ALONG THE SAID NORTHERLY BOUNDARY LINE OF TRACT I, 182.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 949.00 FEET, THROUGH A CENTRAL ANGLE OF 11°01'44" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 83°38'15" EAST, 182.39 FEET TO THE NORTHEASTERLY BOUNDARY CORNER OF SAID TRACT I AND THE NORTHWESTERLY CORNER OF TRACT "01" OF SAID ESPLANADE AT HACIENDA LAKES PHASE ONE; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT I AND THE WESTERLY BOUNDARY LINE OF SAID TRACT "01" THE FOLLOW 3 COURSES, COURSE (1) SOUTH 01°01'15" WEST, 457.04 FEET; COURSE (2) NORTH 88°58'45" WEST, 151.77 FEET; COURSE (3) SOUTH 01°01'15" WEST, 400.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE USE AND BENEFIT OF EASEMENT RIGHTS UNDER THAT CERTAIN PERMANENT LIFT STATION WASTEWATER UTILITY EASEMENT BY AND BETWEEN HAMMOCK PARK DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND MHP COLLIER LTD, A FLORIDA LIMITED PARTNERSHIP,

RECORDED OCTOBER 7, 2021 IN OFFICIAL RECORDS BOOK 6023, PAGE 1522, IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; AND

TOGETHER WITH THE USE AND BENEFIT OF EASEMENT RIGHTS UNDER THAT CERTAIN TEMPORARY CONSTRUCTION ACCESS AND UTILITIES EASEMENT AGREEMENT, BY AND BETWEEN MHP COLLIER, LTD., A FLORIDA LIMITED PARTNERSHIP, AND HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED NOVEMBER 19, 2021 IN OFFICIAL RECORDS BOOK 6044, PAGE 2265, IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; AND

TOGETHER WITH THE USE AND BENEFIT OF EASEMENT RIGHTS UNDER THAT CERTAIN DRAINAGE EASEMENT AGREEMENT, BY AND BETWEEN MHP COLLIER, LTD., A FLORIDA LIMITED PARTNERSHIP, AND HACIENDA LAKES OF NAPLES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED NOVEMBER 21, 2021 IN OFFICIAL RECORDS BOOK 6044, PAGE 3740, IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

EXHIBIT B

(Copy of Bond)

Bond No. SUR0004530

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond**CONTRACTOR:***(Name, legal status and address)*

MHP - Hennessy Construction, LLC
 2300 22nd St. North
 St. Petersburg, FL 33713

OWNER:*(Name, legal status and address)*

MHP Collier Ltd.
 601 Brickell Key Drive, Suite 700
 Miami, FL 33131

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

Frankenmuth Mutual Insurance Company
 1 Mutual Avenue
 Frankenmuth, MI 48787
Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

CONSTRUCTION CONTRACT

Date: April 19, 2021

Amount: \$ 25,863,617.00 Twenty-five Million Eight Hundred Sixty-three Thousand Six Hundred Seventeen & 00/100 Dollars

Description: Allegro at Hacienda Lakes
(Name and location) 8645 Rattlesnake Hammock Road, Naples, FL 34114
 5-Story Building with 160 Units, Clubhouse and Related Sitework

BOND

Date: January 7, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 25,863,617.00 Twenty-five Million Eight Hundred Sixty-three Thousand Six Hundred Seventeen & 00/100 Dollars

Modifications to this Bond: ☐ None ☒ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)*

MHP - Hennessy Construction, LLC

Signature: 

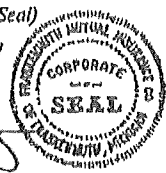
Name Mark J. Stalker, President
 and Title:

SURETYCompany: *(Corporate Seal)*

Frankenmuth Mutual Insurance Company

Signature: 

Name Donna K. Ashley
 and Title: Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

USI Holdings Corporation
 6100 Fairview Rd.
 Charlotte, NC 28210
 704-543-0258

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

Fugleberg Koch
 2555 Temple Trail
 Winter Park, FL 32789
 407-629-0595

§ 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:

- NOTWITHSTANDING ANYTHING IN THE PAYMENT BOND OR THE CONSTRUCTION CONTRACT TO THE CONTRARY, THE PROVISIONS AND LIMITATIONS OF SECTION 713.23, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS ARE INCORPORATED IN THIS BOND BY REFERENCE.

- Dual Obligor Rider is attached hereto and incorporated herein by reference.

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Bond No. SUR0004530

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond**CONTRACTOR:**

(Name, legal status and address)

MHP - Hennessy Construction, LLC
 2300 22nd St. North
 St. Petersburg, FL 33713

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company
 1 Mutual Avenue
 Frankenmuth, MI 48787
 Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

MHP Collier Ltd.
 601 Brickell Key Drive, Suite 700
 Miami, FL 33131

Same as above

CONSTRUCTION CONTRACT

Date: April 19, 2021

Amount: \$ 25,863,617.00 Twenty-five Million Eight Hundred Sixty-three Thousand Six Hundred Seventeen & 00/100 Dollars

Description:

(Name and location)

Allegro at Hacienda Lakes
 8645 Rattlesnake Hammock Road, Naples, FL 34114
 5-Story Building with 160 Units, Clubhouse and Related Sitework

BOND

Date: January 7, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 25,863,617.00 Twenty-five Million Eight Hundred Sixty-three Thousand Six Hundred Seventeen & 00/100 Dollars

Modifications to this Bond:

☐ None☒ See Section 18**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

MHP - Hennessy Construction, LLC

Signature:

Name Mark J. Stalker, President
 and Title:

SURETY

Company:

(Corporate Seal)

Frankenmuth Mutual Insurance Company

Signature:

Name Donna K. Ashley
 and Title: Attorney-in-Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Holdings Corporation
 6100 Fairview Rd.
 Charlotte, NC 28210
 704 -543-0258

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Fugleberg Koch
 2555 Temple Trail
 Winter Park, FL 32789
 407-629-0595

§ 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 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.

§ 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:

- NOTWITHSTANDING ANYTHING IN THE PAYMENT BOND OR THE CONSTRUCTION CONTRACT TO THE CONTRARY, THE PROVISIONS AND LIMITATIONS OF SECTION 713.23, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS ARE INCORPORATED IN THIS BOND BY REFERENCE.

- Dual Obligor Rider is attached hereto and incorporated herein by reference

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

**DUAL
OBLIGEE
RIDER**

This Rider is to be attached to and forms a part of Performance and Payment Bonds No. SUR0004530 (hereinafter individually referred to as "Performance Bond" or "Payment Bond", and collectively referred to as "Bonds") issued by Frankenmuth Mutual Insurance Company, (hereinafter referred to as "Surety"), as Surety, on the 7 day of January, 2022.

WHEREAS, on or about the 19th day of April, 2021, MHP - Hennessy Construction, LLC (hereinafter called the "Principal"), entered into a written agreement with MHP Collier Ltd. (hereinafter called the "Primary Obligor") for the construction of the Allegro at Hacienda Lakes (hereinafter called the "Contract"); and

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligor the Bonds in connection with the Contract; and

WHEREAS, the Primary Obligor has requested the Principal and the Surety to execute and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that CREA SLP, LLC, ISADA and CREA Allegro at Hacienda Lakes, LLC's ISADA and Florida Housing Finance Corporation and BayBank National Association and Key Community Development Corporation, if applicable
their successors and/or assignees, for itself its successors and/or assignees, as their interests may appear, and when applicable, as agent for other participating lenders

shall be added to the Bonds as a named obligee (hereinafter referred to as "Additional Obligor"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligor, the Additional Obligor, or any of them, unless the Primary Obligor, the Additional Obligor, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligor), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligor's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligor, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligor under the Contract. At the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligor), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment Bond; the Additional Obligor's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligor and/or the Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed this 7th day of January, 2022.

MHP - Hennessy Construction LLC
(Principal)

By: [Signature]
Mark J. Stalker, President

MHP COLLIER LTD, a Florida limited partnership
By: MHP Collier SLP, LLC a Florida limited liability company
its Special Limited Partner (Primary Obligor)

By: [Signature]
W. Patrick McDowell, Chief Executive Officer

Frankenmuth Mutual Insurance Company

By: [Signature]
Donna K. Ashley, Attorney-in-Fact



FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: Donna K. Ashley

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

Bond No:

Principal Name: MHP - Hennessy Construction, LLC

Obligee Name:

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 7 day of January, 20 22.

Andrew H. Knudsen
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Crystal K. Kinzel
Clerk of the Circuit Court and Comptroller

Official Receipt

Customer	Deputy Clerk	Clerk Office Location
Auri Burnham SIMPLIFILE LC 5072 N 300 W PROVO, UT 84604-5652	Mary L. Lamb-Luckey mary.luckey@collierclerk.com 239-252-7242	Collier County Govt. Center Building LA, 2nd Floor 3315 Tamiami Trl E Ste 102 Naples, Florida 34112-4901

1 Document Recorded

DOC TYPE	INSTRUMENT	BOOK	PAGE	AMOUNT
Notice of Commencement	6205203	6084	2540	\$154.50
TOTAL AMOUNT DUE				\$154.50
Deposit Account#: S-41050				(\$154.50)
BALANCE DUE				\$0.00

Note:

2/14/2022 1:46:43 PM Mary L. Lamb-Luckey:
Batch Name: 422829

Disclaimer: All transactions are subject to review/verification. The Clerk reserves the right to correct for clerical errors and to assess or refund charges as needed.