

This Instrument Was Prepared By,
Record and Return To:

Richard E. Deutch, Jr., Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

Permit No. _____

RE Account Nos. R212942,
R212943, R212944, R212945,
R212948, R214109, R214110, and
R214111

AMENDED NOTICE OF COMMENCEMENT

This Amended Notice of Commencement is being recorded to revise the Expiration Date shown in Section 9 of the Notice of Commencement originally recorded on October 27, 2021 at Official Records Book 21780, Page 773 of the Public Records of Pinellas County, Florida.

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:

Address of the Property: 850 5th Ave S, St Petersburg, Florida 33701.

Legal Description of Property: See Exhibit "A" attached hereto and made a part hereof.

2. General Description of Improvements:

Construction of an affordable housing complex consisting of fifty-one (51) apartments units located in 2 mid-rise residential buildings, including a commercial office space, a community room, a dumpster enclosure, bike racks and other appurtenant facilities and improvements upon the Property to be known as Innovare

3. Owner's Information:

a. Owner's Name and Address:

Innovare, LP
200 2nd Ave. South, #436
St. Petersburg, Florida 33701

Telephone: (904) 239-5774

b. Owner's Interest in Site of the Improvements: Leasehold

c. Fee Simple Title Holder's Name and Address (If Other Than Owner):

Housing Finance Authority of Pinellas County, Florida, as Trustee of Pinellas County Land Assembly Trust – Innovare dated October 7, 2021

4. Contractor's Name and Address (the "Contractor") is:

Hennessy Construction Services Corp.
2300 22nd Street North
St. Petersburg, Florida 33713
Telephone: (727) 821-3223

5. Surety's Name and Address (if any) on the Payment Bond under the direct contract with Contractor is:

Frankenmuth Mutual Insurance Company
1 Mutual Avenue
Frankenmuth, MI 48787

Amount of Bond: \$10,965,819.00

A copy of the Payment Bond is attached hereto as Exhibit "B."

6. Construction Lender's Name and Address:

TD Bank, N.A.
255 Alhambra Circle, 12th Floor
Coral Gables, Florida 33134
Attn: Commercial Real Estate Administration

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

City of St. Petersburg, Florida
Housing and Community Development
P.O. Box 2842
St. Petersburg, Florida 33731

7. Name and address of person within the State of Florida designated by Owner upon whom notices and other documents may be served as provided in Section 713.13(1)(a)(7), Florida Statutes:

Innovare, LP
200 2nd Ave. South, #436
St. Petersburg, Florida 33701
Attention: Janet M. Stringfellow

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

TD Bank, N.A.
255 Alhambra Circle, 12th Floor
Coral Gables, Florida 33134
Attn: Commercial Real Estate Administration

Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
Attn: Executive Director

First Housing Development Corporation of Florida
107 S. Willow Avenue
Tampa, Florida 33606
Attn: Loan Administration

Housing Finance Authority of Pinellas County
26750 US Highway 19 North, Suite 110
Clearwater, FL 33761
Attn: Kathryn Driver, Executive Director

City of St. Petersburg, Florida
Housing and Community Development
P.O. Box 2842
St. Petersburg, Florida 33731
Attn: Stephanie Lampe

and

Fidelity National Title Group
One Dattran Center
9100 S. Dadeland Blvd, Suite 904
Miami, FL 33156
Attention: Yolanda Rodriguez

9. Expiration Date of Amended Notice of Commencement (one year from date of recording unless otherwise specified): Expires on _____.

[SIGNATURE ON NEXT PAGE]

EXHIBIT "B"
Legal Description

That leasehold estate created by that Ground Lease by and between Housing Finance Authority of Pinellas County, Florida, as Trustee of the Pinellas County Land Assembly Trust - Innovare, dated October 7, 2021, as Lessor, and Innovare, LP, a Florida limited partnership, as Lessee, dated October 19, 2021, as evidenced by the Memorandum of Ground Lease recorded October 27, 2021 in Official Records Book 21780, Page 383, in the Public Records of Pinellas County, Florida, over the following described lands:

PARCEL 1:

Lot A, CHADWICK'S OAKCREST, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 56, of the Public Records of Pinellas County, Florida.

PARCEL 2:

Lot I, CHADWICK'S OAKCREST, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 56, of the Public Records of Pinellas County, Florida, together with the South 2 feet of Lot A, SMITZ SUBDIVISION OF LOTS 3-4-5-6 BLK. 84 REVISED MAP OF ST. PETERSBURG FLA., according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 47, of the Public Records of Pinellas County, Florida.

PARCEL 3:

The North 38 feet of Lot A, SMITZ SUBDIVISION OF LOTS 3-4-5-6 BLK. 84 REVISED MAP OF ST. PETERSBURG FLA., according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 47, of the Public Records of Pinellas County, Florida.

PARCEL 4:

Lots C, D and E, CHADWICK'S OAKCREST, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 56, of the Public Records of Pinellas County, Florida.

PARCEL 5:

Lot B, CHADWICK'S OAKCREST, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 56, of the Public Records of Pinellas County, Florida.

PARCEL 6:

Lot B, SMITZ SUBDIVISION OF LOTS 3-4-5-6, BLK. 84 REVISED MAP OF ST. PETERSBURG, FLA., according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 47, of the Public Records of Pinellas County, Florida.

EXHIBIT "B"

COPY OF PAYMENT BOND

SEE ATTACHED.

Bond No. SUR0002647

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Hennessey Construction Services Corp.
2300 22nd St. North
St. Petersburg, FL 33713

OWNER:

(Name, legal status and address)

Innovare, LP
405 Central Ave., Suite 100
St. Petersburg, FL 33701

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 16, 2021

Amount: \$ Ten Million Nine Hundred Sixty-five Thousand Eight Hundred Nineteen & 00/100 --- (\$10,965,819.00)

Description: Innovare, LLP - Two Apartment Buildings
(Name and location) St. Petersburg, FL

BOND

Date: October 14, 2021

(Not earlier than Construction Contract Date)

Amount: \$ Ten Million Nine Hundred Sixty-five Thousand Eight Hundred Nineteen & 00/100 --- (\$10,965,819.00)

Modifications to this Bond: None See Section 16


CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Hennessey Construction Services Corp.

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 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)
Place Architecture
33 6th Street South, Suite 400
St. Petersburg, FL 33701

§ 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.

§ 16 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 Oblgee 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. SUR0002647

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:-

(Name, legal status and address)

Hennessey Construction Services Corp.
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

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.

OWNER:

(Name, legal status and address)

Innovare, LP
405 Central Ave., Suite 100
St. Petersburg, FL 33701

CONSTRUCTION CONTRACT

Date: April 16, 2021

Amount: \$ Ten Million Nine Hundred Sixty-five Thousand Eight Hundred Nineteen & 00/100 --- (\$10,965,819.00)

Description: Innovare LLP - Two Apartment Buildings
(Name and location) St. Petersburg, FL

BOND

Date: October 14, 2021

(Not earlier than Construction Contract Date)

Amount: \$ Ten Million Nine Hundred Sixty-five Thousand Eight Hundred Nineteen & 00/100 --- (\$10,965,819.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Hennessey Construction Services Corp.


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)

Place Architecture

33 6th Street South, Suite 400

St. Petersburg, FL 33701

§ 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 Oblgee Rider is attached hereto and 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. SUR0002647 (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 16 day of April, 2021.

WHEREAS, on or about the 16 day of April, 2021, Hennessy Construction Services Corp. (hereinafter called the "Principal"), entered into a written agreement with Innovare, LP (hereinafter called the "Primary Obligee") for the construction of the Innovare, LLP - 2 Apartment Buildings (hereinafter called the "Contract"); and

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

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

NOW, THEREFORE, the undersigned hereby agree and stipulate that Florida Housing Finance Corporation, and TD Bank, N.A.

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

1. The Surety shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, 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 Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee 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 Obligees), 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 Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee 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 14 day of October, 2021.

(Principal)
By: [Signature]
Mark J. Stelker, President

(Primary Obligee)
By: _____

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:

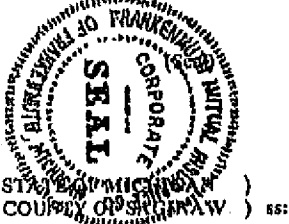
Fifty Million and 00/100 Dollars (\$50,000,000)

Bond No: SUR0002647
Principal Name: Hennessy Construction Services Corp.
Obligee Name: Innovare, LP

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.,
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 14th day of October, 2021.

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