



**MARION COUNTY STANDARD FORM
SUBDIVISION IMPROVEMENT AGREEMENT
WITH SURETY BOND
(CORPORATION)**

THIS AGREEMENT made and entered into this 6th day of February, 2024, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as “COUNTY” and the below-listed DEVELOPER and SURETY.

WITNESSETH:

WHEREAS, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the “Subdivision”) and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Pulte Home Company, LLC

Developer’s Address: 6320 SW 89th Court Road, Ocala, FL 34481

Project Engineer: Gene Bruno Losito, P.E.

Engineer’s Estimate of Costs of Improvements: \$1,740,602.40

Developer’s Estimate of Time to Complete All Improvements: 1 year

Subdivision Name: Stone Creek by Del Webb Sundance Phase 3

Plat Book: 16 Page(s): 27-29

Surety: Berkley Insurance Company

Surety’s Address: 475 Steamboat Rd, Greenwich, CT 06830

WHEREAS, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by the Land Development Code of Marion County, Florida, as provided herein, and described in the Project Engineer's estimate of the cost of these improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof), and

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond as a performance guarantee to assure construction of all subdivision improvements.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY-approved subdivision improvement plans dated September 19, 2023, and on file with the COUNTY Transportation Department, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of recording of the plat of the Subdivision lands or the date of this agreement, whichever is later. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as *Exhibit A*. A copy of the SURETY's surety bond is attached hereto as *Exhibit B*. The condition of the surety bond is such that if DEVELOPER should fail to satisfactorily complete the Improvements within 180 days of the date of this Agreement, the COUNTY may, upon first giving DEVELOPER 90 days prior written notice and an opportunity to cure, draw upon the surety bond, pursuant to

instructions to be given SURETY by COUNTY, and the SURETY shall pay to the COUNTY such funds as are necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor. In the event such funds are not adequate to complete the work based upon such good faith estimate, the SURETY shall pay the full amount of such funds to COUNTY. In such event, COUNTY will not be responsible to SURETY for repayment of such funds, and the DEVELOPER shall not be relieved of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the COUNTY Transportation Department shall, within 10 days after verification of completion of the Improvements, forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER's obligation to complete all Improvements. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements and for no other purpose or use.

5. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

6. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

7. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Any termination by the

COUNTY of this Agreement shall entitle SURETY to immediately release and cancel the surety bond without further instruction from the COUNTY and /or the DEVELOPER.

8. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this agreement.

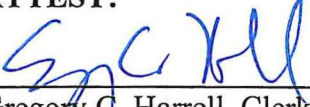
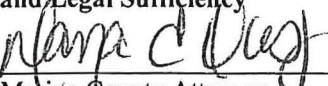
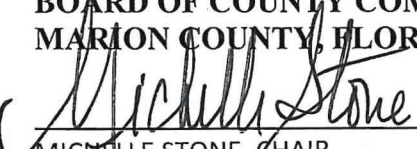
9. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of- pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

10. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

11. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

12. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

<p>ATTEST:</p> <p> 2/6/2024</p> <p>_____ Gregory C. Harrell, Clerk</p> <p>Approved as to Form and Legal Sufficiency</p> <p> _____ Marion County Attorney</p>	<p>BOARD OF COUNTY COMMISSIONERS MARION COUNTY, FLORIDA</p> <p> _____ MICHELLE STONE, CHAIR</p> <p>Date: <u>February 6, 2024</u></p>
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ATTEST:

By: [Signature]
Print name: Ross Rippe
Title: Sr. Treasury Analyst
Date: 8/30/23

DEVELOPER

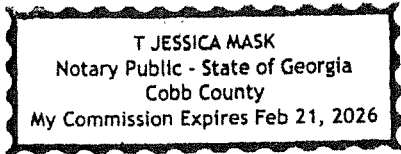
By: [Signature]
Print Name: Gregory S. Rives
Title: Assistant Treasurer
Date: 8/30/2023

**STATE OF GEORGIA
COUNTY OF COBB**

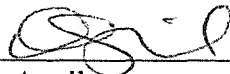
Before me this 30th day of August, 2023 personally appeared Gregory S. Rives of DEVELOPER who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of said DEVELOPER all by and with the authority of the Board of Directors of said DEVELOPER.

[Signature]
Notary Public


Print Name T. Jessica Mask
Commission Number N/A
Commission Expires 2/21/26



ATTEST:

By: 
Print name: Irma Aguilar
Title: Account Manager
Date: August 30, 2023

SURETY:

By: 
Print name: Jeremy Polk
Title: Attorney-in-Fact
Date: August 30, 2023

SEE ATTACHED ARIZONA NOTARY ACKNOWLEDGEMENT

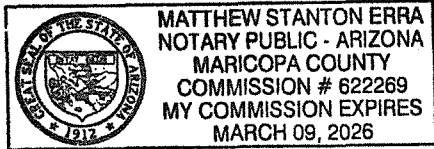
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 8/30/2023 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



[Handwritten Signature]

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

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 12th day of April, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature of Maria C. Rundbaken]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY 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 that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Gives under my hand and seal of the Company, this 30th day of August, 2023.
[Signature of Vincent P. Forte]
Vincent P. Forte



SUMMARY		
I. CLEARING AND EARTHWORK		5,500.00
II. UNDERGROUND		
II.a. DRAINAGE		385,888.00
II.b. SANITARY SEWER		122,200.00
II.c. WATER DISTRIBUTION		387,540.00
III. ROAD CONSTRUCTION		286,374.00
IV. MISCELLANEOUS		263,000.00
SUB TOTAL		1,450,502.00
BOND IMPROVEMENT WITH MARION COUNTY (ADDITIONAL 20%)		290,100.40
GRAND TOTAL		1,740,602.40

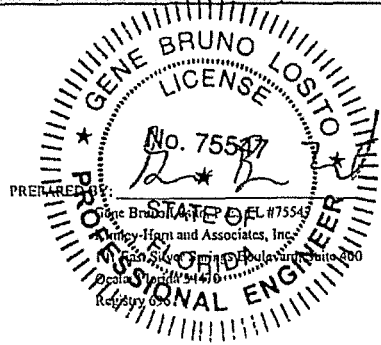


EXHIBIT " A "

ENGINEERS ESTIMATE OF THE COST OF IMPROVEMENTS STONE CREEK BY DEL WEBB SUNDANCE PHASE 3					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
II. CLEARING, GRUBBING, EARTHWORK					
1	Sod (2' behind curb)	1,000	SY	2.70	2,700.00
2	Inlet protection	14	EA	200.00	2,800.00
CLEARING, GRUBBING, AND EARTHWORK SUBTOTAL					\$ 5,500.00
II. UNDERGROUND					
II.a. DRAINAGE					
1	12" S.D.	1,680	LF	50.00	84,000.00
2	18" S.D.	540	LF	66.00	35,640.00
3	24" S.D.	440	LF	97.00	42,680.00
4	30" S.D.	420	LF	137.00	57,540.00
5	18" RCP	56	LF	93.00	5,208.00
6	30" RCP	72	LF	185.00	13,320.00
7	18" MES	1	EA	3,000.00	3,000.00
8	30" MES	1	EA	4,500.00	4,500.00
9	Rip Rap Pad	2	EA	2,400.00	4,800.00
10	Yard Drains	18	EA	3,000.00	54,000.00
11	FDOT Type "P" Valley Gutter Inlet	14	EA	5,500.00	77,000.00
12	FDOT Type "P" Storm Manhole	1	EA	4,200.00	4,200.00
DRAINAGE SUBTOTAL					\$ 385,884.00
II.b. SANITARY SEWER					
1	Connect to Existing Manhole	1	EA	3,000.00	3,000.00
2	Sanitary Manhole (6'-8' Depth)	1	EA	3,800.00	3,800.00
3	Sanitary Manhole (8'-10' Depth)	3	EA	4,400.00	13,200.00
4	Sanitary Manhole (10'-12' Depth)	1	EA	5,200.00	5,200.00
5	Sanitary Manhole (14'-16' Depth)	1	EA	8,000.00	8,000.00
6	8" PVC (SDR 26) Gravity Sewer	1,274	LF	48.00	61,152.00
7	Single sewer service, includes all fittings (SDR 26)	4	EA	1,250.00	5,000.00
8	Double sewer service, includes all fittings (SDR 26)	14	EA	1,450.00	20,300.00
9	Testing of gravity sewer	1,274	LF	2.00	2,548.00
SANITARY SEWER SUBTOTAL					122,700.00
II.c. WATER DISTRIBUTION					
1	Remove Cap & Connect (Potable Water)	1	EA	2,000.00	2,000.00
2	16" PVC DR-18, C900, Water Main including restrained joints and sleeving	1,440	LF	148.00	213,120.00
3	16" x 11.25" M.J.D.I Bend	3	EA	2,600.00	7,800.00
4	16" x 22.5" M.J.D.I Bend	5	EA	2,600.00	13,000.00
5	16" Butterfly Valve	2	EA	6,300.00	12,600.00
6	16"x2" Blowoff	1	EA	3,300.00	3,300.00
7	16"x8" MJ TEE	2	EA	3,500.00	7,000.00
8	8" PVC DR-18, C900, Water Main including restrained joints and sleeving	920	LF	55.00	50,600.00
9	8" Gate valve and box	2	EA	3,300.00	6,600.00
10	8" x 22.5" M.J.D.I Bend	8	EA	1,100.00	8,800.00
11	Fire Hydrant Assembly	3	EA	8,800.00	26,400.00
12	Pressure Testing of Water Main	2,360	LF	2.00	4,720.00
13	Irrigation Service (Including Sleeving)	3	EA	2,600.00	7,800.00
14	Chlorination and bacteriological clearance	4	EA	500.00	2,000.00
15	Single Water Service, including sleeving	3	EA	1,200.00	3,600.00
16	Double Water Service, including sleeving	14	EA	1,300.00	18,200.00
WATER DISTRIBUTION SUBTOTAL					\$ 387,540.00
III. ROAD CONSTRUCTION					
1	Type "M" curb, includes all transitions and drop curb	4,500	LF	17.00	76,500.00
2	12" Stabilized Subgrade (residential roads)	6,500	SY	7.12	46,280.00
3	8" Limerock Base (residential roads)	5,300	SY	16.86	89,358.00
4	Prime Coat (residential roads)	5,300	SY	0.80	4,240.00
5	1.25" SP-9.5 Asphalt (residential roads)	5,300	SY	11.97	63,441.00
6	Stop sign, street name sign, complete	2	EA	660.00	1,320.00
7	5' Concrete Sidewalk	50	SY	59.00	2,950.00
8	Horizontal Turn w/Speed Limit Sign	2	EA	495.00	990.00
9	24" white thermoplastic stop bar (residential roads)	25	LF	10.00	250.00
10	12" white thermoplastic crosswalk	100	LF	5.50	550.00
11	Speed Limit Sign	1	EA	495.00	495.00
ROAD CONSTRUCTION SUBTOTAL					\$ 286,374.00
IV. MISCELLANEOUS					
1	Survey As-Builts and Monumentation	1	LS	50,000.00	50,000.00
2	Installed 2" SECO Sleeves (Labor only)	1,500	LF	5.00	7,500.00
3	Installed 2" CenturyLink Sleeves (Labor only)	1,500	LF	5.00	7,500.00
4	Furnished and Installed 6" Irrigation Sleeves	1,000	LF	10.00	10,000.00
5	Stack-Block Retaining Wall	2,400	SF	60.00	144,000.00
6	Black Vinyl Fence for Retaining Wall (By Owner)		LS	NIC	NIC
7	Compliance with Florida Trench Safety Act	1	LS	1,000.00	1,000.00
8	Construction stakeout, including record drawings	1	LS	43,000.00	43,000.00
9	Geotechnical testing		LS	NIC	NIC
MISCELLANEOUS TOTAL					\$ 263,000.00

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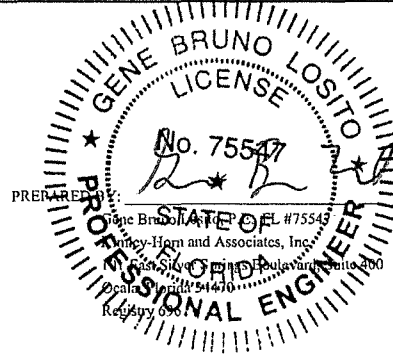


EXHIBIT B

Bond No. 0255639

PERFORMANCE BOND

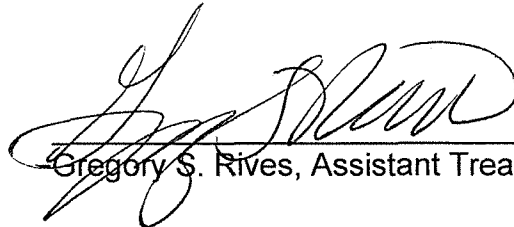
KNOW ALL MEN BY THESE PRESENTS, that Pulte Home Company, LLC of 2662 S Falkenburg Rd, Riverview, FL 33578, as Principal, and Berkley Insurance Company, a corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the state of Florida, as Surety, are held and firmly bound unto Marion County of 601 SE 25th Avenue, Ocala FL 34471, as Obligee, in the penal sum of One Million Seven Hundred Forty Thousand Six Hundred Two and 40/100 Dollars (\$1,740,602.40) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or has constructed clearing, grubbing and earthwork, underground, road construction and miscellaneous infrastructure improvements to the Stone Creek by Del Webb Sundance Phase 3 subdivision.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 30th day of August, 2023.

Pulte Home Company, LLC



Gregory S. Rives, Assistant Treasurer

Berkley Insurance Company

Surety



Jeremy Polk, Attorney-in-Fact

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

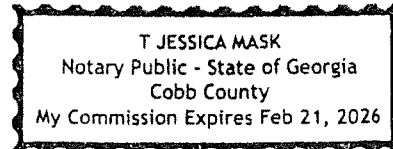
COUNTY OF COBB)

This record was acknowledged before me on August 30th, 2023, appeared Gregory S. Rives, Pulle Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



(s

T. JESSICA MASK
Notary Public State of Georgia

My Commission Expires: February 21, 2026

ACKNOWLEDGEMENT

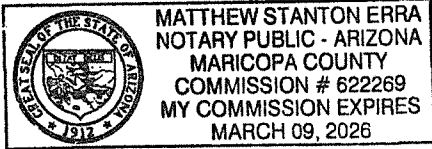
State of Arizona

County of Maricopa

On 8/30/2023 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)





Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

- RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

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 12th day of April, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY 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 that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 30th day of August, 2023.
Vincent P. Forte