

STATE OF GEORGIA,  
COUNTY OF HALL

Bond No. 0255631

**GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, Pulte Home Company, LLC (owner/principal, hereinafter referred to as "Principal"), and Berkley Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 1,378,050.00 \* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Pulte Home Company, LLC (principal) is owner of the Subdivision known as Reunion Phase 21 Subdivision, which subdivision is shown on a plat prepared by Brandon T. Miller, . Georgia Registered Surveyor Number Survey #2945, and

WHEREAS, Pulte Home Company, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Reunion Phase 21 Subdivision for recording purposes, and

WHEREAS, Pulte Home Company, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Reunion Phase 21 Subdivision for public maintenance (not applicable to private developments);

Pulte Home Company, LLC (principal) and \_\_\_\_\_ (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Pulte Home Company, LLC (principal) agrees that all construction of the street system of Reunion Phase 21

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Pulte Home Company, LLC (principal), and

Berkley Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Reunion Phase 21 Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Berkley Insurance Company (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

Pulte Home Company, LLC (principal) and  
Berkley Insurance Company (surety) shall be bound by the provisions of  
this agreement until a properly authorized letter is received by

Berkley Insurance Company (surety) from Hall County authorizing release of

Pulte Home Company, LLC (principal) and

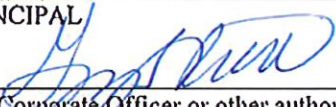
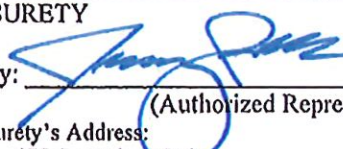
Berkley Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on August 7, 2023 (Date) and expires on August 7, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

7th day of August, 2023.

- Pule Home Company, LLC  
PRINCIPAL  
By:   
(Corporate Officer or other authorized representative)  
Gregory S. Rives, Assistant Treasurer  
Principal's Address:  
2475 Northwinds Pkwy #600  
Alpharetta, GA 30090
- Berkley Insurance Company  
SURETY  
By:  Jeremy Polk,  
Attorney-in-Fact  
(Authorized Representative)  
Surety's Address:  
475 Steamboat Rd  
Greenwich, CT 06830
- Approved:  
Hall County  
By: \_\_\_\_\_  
(Chairman)

**ACKNOWLEDGEMENT BY PRINCIPAL**


**STATE OF GEORGIA)**

**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on August 7<sup>th</sup>, 2023, appeared Gregory S. Rives, Pulte 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



**T. JESSICA MASK**  
*Notary Public State of Georgia*  
*My Commission Expires: February 21, 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*  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafter*  
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. RUNDACKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

*Maria C. Rundacken*  
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 7th day of August, 2023.

*Vincent P. Forte*  
Vincent P. Forte