### **BOND**

NO. US005412

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, <u>Dream Finders Homes</u>, <u>LLC</u> whose (street address/phone) is 14701 Philips Highway, Suite 300 Jacksonville, FL 32202 (713-917-9757), hereinafter called the Principal, and (Surety) Euler Hermes North America Insurance Company, a Corporation existing under and by virtue of the laws of the State of Maryland and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at (street address/phone) 800 Red Brook Boulevard, Owings Mills, MD 21117 (877-883-3224) whose officer residing in the State of Texas, authorized to accept service in all suites and actions brought within said State is (name/office) Paul Gilcrease/Euler Hermes North America Insurance Company, and whose (street address/phone) is 601 N. Mesa St., Suite 1550, El Paso, TX 79901 (915-206-6055), hereinafter called the Surety, and held and firmly bound unto Matt Sebesta, County Judge of Brazoria County, Texas or his successors in office, in the full sum of Two Hundred Forty Two Thousand Two Hundred Eighty and 63/100 Dollars (\$242,280.63) current, lawful money of the United States of America, to be paid to said Matt Sebesta, County Judge of Brazoria County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

## Pomona Section 26

Located in Brazoria County, Texas; and,

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets,

bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including ay deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay Matt Sebesta, County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of

Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above names Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridge and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval therefore by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas. EXCUTED this 21st day of June, 2024.

| ATTEST:                      |  |
|------------------------------|--|
| an I                         | Dream Finders Homes, LLC                         |
| Secretary                    | By: Robert & R.va Jr. Esq.                       |
|                              | Euler Hermes North America Insurance Company     |
|                              | Surety   |
|                              | By: Acu 7. Moure, Attorney-in-Fact               |
| APPROVED this day of         | , 20   |
| ATTEST:                      |  |
| Joyce Hudman<br>County Clerk | Matt Sebesta County Judge Brazoria County, Texas |

#### STATE OF ILLINOIS

## **COUNTY OF DUPAGE**}

On <u>June 21, 2024</u>, before me, <u>Lisa Marotta</u>, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, <u>James I. Moore</u> known to me to be Attorney-in-Fact of <u>Euler Hermes North America Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No.946275

Lisa Marotta, Notary Public

OFFICIAL SEAL LISA MAROTTA NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires February 7, 2026



# EULER HERMES NORTH AMERICA INSURANCE COMPANY 800 Red Brook Boulevard \* Owings Mills, Maryland 21117

The number of persons authorized by this Power of Attorney is not more than: 1

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME James I. Moore

ADDRESS 1411 Opus Place, Suite 450 Downers Grove, IL 60515

LIMIT OF POWER

\$50,000,000.00

PRINCIPAL

**OBLIGEE** 

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.



IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this <u>1st</u> day of <u>November</u>, 20 22.

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this <u>lst</u> day of <u>November</u>, 20 <u>22</u>, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in <u>Southeastern, PA</u>; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notary Public

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

#### CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of June ,2024



Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hernaes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.