MAINTENANCE BOND City of Lee's Summit

Bond No. 0254652

KNOW ALL MEN BY ALL THESE PRESENTS:

| THAT WE, Hunt Midwest | Real Estate Developmen | t, inc. | |
|--|-------------------------|------------------------|--|
| (hereinafter called the Principal), | as Principal, and Berk | ey Insurance Company | / |
| A Corporation duly organized und | der the laws of the Sta | te of _Delaware | |
| and duly licensed to transact busin | ness in the State of Mi | ssouri | |
| (hereinafter called Surety), as Su | arety, are held and fi | rmly bound into th | e City of Lee's Summit, |
| Missouri (hereinafter called Oblig | gee, in the sum of (50° | % of the total monie | es paid or to be paid to the |
| contractor upon completion of the | | | • |
| (\$ 295,477.50 | | inety Five Thousand, F | our Hundred Seventy Seven |
| and 50/100 | | | DOLLARS, |
| for the payment of which sum we ourselves, our heirs, executors, as by these presents. | | | |
| Sealed with our seals and dated th | nis <u>24th</u> day of | August | , 20_23 |
| WHEREAS, the said Principal ha | s heretofore (descript | ion of work done ar | nd location): |
| and, | | | |
| WHEREAS, the said Prin | cipal is required to an | d does guarantee sa | id (Name of Project): |
| The Retreat at Hook Farms 2nd Plat | | | |
| constructed by said Principal, aga during the period of three (3) y Acceptance of said completion of | years from acceptanc | e by the City of | erials, which may develop Lee's Summit, Missouri. |
| as of August 24 | , 20 23 , is | s hereby acknowled | dged by the City of Lee's |
| Summit, Missouri. | | - | |

The condition of this obligation is such that if said Principal shall faithfully carry out and perform said guarantee and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in said work which may develop for a period of https://document.com/three/3 years from the acceptance date issued by the Obligee, or shall pay over, make good and reimburse to said Obligee all loss and damage which said Obligee may sustain by reasons of failure or default of said principal so to do, then this obligation shall be null and void upon expiration of the aforesaid maintenance bond, otherwise shall remain in full force and effect.

Should any defective work have been done or materials supplied by any subcontractor, Principal and surety shall be liable to make good in the same manner as such work or material has been done or supplied by the Principal.

PRINCIPAL:

Hunt Midwest Real Estate Development, Inc. 1881 Main Street, Suite 200, Kansas City, MO 64108

ATTEST.

Ora H. Reynolds, President + CEC

SURETY:

Berkley Insurance Company 475 Steamboat Road, Greenwich, CT 06830

ATTEST:

Christy M. Braile, Witness

Debra J. Scarborough, Attorney-in-Fact Surety Telephone: (203) 542-3800

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: Patrick T. Pribyl; Debra J. Scarborough; Mary T. Flanigan; Jeffrey C. Carey; Christy M. Braile; Charissa D. Lecuyer; Evan D. Sizemore; Charles R. Teter, III; Rebecca S. Leal; C. Stephens Griggs; Tahitia M. Fry; Kellie A. Meyer; Veronica Lawver; Lauren Scott; Hillary D. Shepard; Erin C. Lavin; Kristin D. Thurber; or Danielle R. Capps of Lockton Companies, LLC of Kansas City, MO 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.\$50,000,000.000), 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 20th day of April 2023 Berkley Insurance Company Attest NSURANCE By SEAL Ira S. Lederman M. Hafter Jeffi 1975 Vice President Executive Vice President & Secretary OF LAWAR STATE OF CONNECTICUT)) ss: COUNTY OF FAIRFIELD 2023 , by Ira S. Lederman April Sworn to before me, a Notary Public in the State of Connecticut, this 20th day of and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC respectively, of Berkley Insurance Company. CONNECTICUT MY COMMISSION EXPIRES Notary Public, State of Connecticut APHIL 30, 2024 CERTIFICATE L, 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-in-Fact set of this date.

of the Company, this 24th day of

SEAL &

Vincent P. Forte

2023

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group 412 Mount Kemble Ave. Suite 310N

Morristown, NJ 07960

Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company