

APPENDIX M

BOND

NO [REDACTED]

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

THAT WE, **Spur Brookewater Development, LP** whose *(street address/phone)* is **8433 Enterprise Circle, Suite 100, Lakewood Ranch, FL 34202, (941) 388-0707**, hereinafter called the Principal, and *(Surety)* **American Alternative Insurance Corporation**, a Corporation existing under and by virtue of the laws of the State of **New Jersey**, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* **555 College Road East, P.O. Box 5241, Princeton, NJ 08543, (609) 243-4200**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* **Registered Agent Solutions, Inc.**, and whose *(street address/phone)* is **5301 Southeast Parkway, Suite 400, Austin, TX 78735, (888) 705-7274**, hereinafter called the Surety, and held and firmly bound unto **KP George {name of current County Judge}**, County Judge of Fort Bend County, Texas or his successors in office, in the full sum of **Seventy Nine Thousand Six Hundred Twenty Five Dollars and NO/100 (\$79,625.00)** current, lawful money of the United States of America, to be paid to said **KP George {name of current County Judge}**, County Judge of Fort Bend 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):

Brookewater Section 2

located in Fort Bend County, Texas; and,

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in "Fort Bend 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 Fort Bend 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 Fort Bend 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 Fort Bend 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 any 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 Fort Bend 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 **KP George** {name of current County Judge}, County Judge of Fort Bend County, State of Texas, or his successors in office, for the use and benefit of Fort Bend 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 Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend 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 named 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, Bridges 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 thereof 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 Fort Bend County, Texas.

EXECUTED this 5 day of May, 2025.

ATTEST:

Secretary


Jennifer LaFemina

Spur Brookewater Development, LP

Principal

By:


John Brian

Surety **American Alternative Insurance Co**

By:


Holly Tallone, ATTORNEY IN FACT

APPROVED this 22ND day of July, 20 25 in Fort Bend County Commissioners Court.

ATTEST:

Laura Richard

Laura Richard {name of current County Clerk}
County Clerk

KP George

KP George {name of current County Judge}
County Judge
Fort Bend County, Texas



CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

**Kathleen M Coen; Holly L Lynch; Holly Tallone; Julia C Zalesky; Abigail E Curtiss;
Jordan Fisher; Ashley Martin; Jessica Hedrick; and Dana E Wlum**

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 5th day of May, 2025.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

American Alternative Insurance Corporation

BALANCE SHEET AS AT December 31, 2024

(Statutory Basis - USD)

Assets

Cash and Invested Assets:

Cash & Cash Equivalents	107,271,247
Bonds	175,874,108
Preferred Stocks	0
Common Stocks	0
Real Estate (Company Occupied)	0
Short Term Investments	0
Other Invested Assets	0
Receivable for Securities	0
Total Cash and Invested Assets	283,145,355

Other Assets:

Premiums and Considerations	150,671,281
Funds Held By Reinsured Companies	0
Reinsurance Recoverable on Paid Losses	102,385,354
Other Amounts Recoverable - Reinsurance	0
Net Deferred Tax Asset	3,232,631
Investment Income Due and Accrued	1,146,215
Miscellaneous Assets	93,485,613
Total Other Assets	350,921,093
Total Admitted Assets	634,066,449

Liabilities, Capital and Surplus

Liabilities:

Outstanding Losses and Loss Expense	0
Unearned Premiums	0
Funds Held Under Reinsurance Treaties	84,639,446
Loss Balances In course of Payment	0
Ceded Reinsurance Premiums Payable	296,827,022
Commissions, Taxes and Other Liabilities	48,153,214
Total Liabilities	429,619,682

Capital and Surplus:

Common Capital Stock	5,120,000
Paid-In Surplus	8,611,387
Special Surplus Funds	0
Surplus Note	92,500,000
Unassigned Surplus	98,215,380
Total Capital and Surplus	204,446,767
Total Liabilities, Capital and Surplus	634,066,449

Valuation of securities on National Association of Insurance Commissioners basis

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

} SS.:

I, IGNACIO RIVERA, Secretary of American Alternative Insurance Corporation, a Delaware Corporation, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Corporation, as of December 31, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at PRINCETON, NJ thisday of, 20.....



A blue ink handwritten signature, appearing to be "Ignacio Rivera", is written over a dotted line.

Secretary

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

August 08, 2025 12:30:26 PM

FEE: \$0.00

DA

2025081076