

TOLLING AGREEMENT

THIS TOLLING AGREEMENT is entered into by and between Manatee County Government (“Manatee”), Balfour Beatty Construction, LLC, f/k/a Centex Rooney Construction Company (“BBC”) and Travelers Casualty and Surety Company of America (“Travelers”), Fidelity and Deposit Company of Maryland (“Fidelity”) and Zurich American Insurance Company (“Zurich”), (Travelers, Fidelity and Zurich hereinafter referred to collectively as “the Sureties”) for the purpose of tolling the statutes of limitations on Manatee’s claims against BBC, and against the Sureties on Performance Bond No.104645247/PRF08774756 (hereinafter, the “Performance Bond”).

WHEREAS, on or about June 21, 2005, BBC and Manatee entered into a Construction Contract (hereinafter, “the Construction Contract”) for the construction of Manatee County Judicial Center, RFP#03-8322 (hereinafter, “the Project”); and

WHEREAS, on or about September 27, 2005, the Sureties issued the Performance Bond naming BBC as Principal, and Manatee as Obligee, concerning BBC’s work pursuant to the Construction Contract; and

WHEREAS, Manatee has asserted or will assert claims against BBC and the Sureties arising out of or related to cracks/dimpling of the stucco and pieces of stucco failing on the Project (such claims referred to hereinafter as “Claims”); and

WHEREAS, BBC and Manatee have entered into a Remediation and Access Agreement pursuant to which BBC has agreed to repair the stucco defects at no cost to Manatee, and work has begun or will begin thereunder; and

WHEREAS, the Parties desire to allow BBC a reasonable time to correct the stucco defects under the Remediation and Access Agreement; and

WHEREAS, in order to allow time to attempt an informal resolution of the Parties’ disputes and potential disputes, to conserve their financial resources, and to

preserve all Claims to the extent such Claims exist as of March 26, 2013, the Parties desire to toll the applicable statutes of limitation and deadlines related to the Claims on the Project as hereinafter set forth.

NOW, THEREFORE, IN ORDER TO ALLOW ALL PARTIES SUFFICIENT TIME TO RESOLVE THE PENDING CLAIMS AND OTHER VALUABLE CONSIDERATION, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to the provisions of this Tolling Agreement, all limitations or repose periods which may be applicable to the Claims, including but not limited to those set forth in the Performance Bond or relevant Florida Statutes, relating in any way to the filing of an action on the Construction Contract or the Performance Bond regarding the claims on the Project (collectively "Limitation Periods") are tolled from March 26, 2013, through and including September 1, 2014 (the "Tolling Period").
2. Nothing in this Agreement is intended to waive any otherwise applicable procedural or substantive limitations on any Claims, other than the tolling of the time to bring suit on such Claims, in accordance with this Tolling Agreement, and the Parties' execution of this Tolling Agreement will not extend nor revive any time periods that may have expired, if any, prior to March 26, 2013. The parties further agree that by entering into this Tolling Agreement, they are not waiving the right to commence legal action against one another after the termination of this Tolling Agreement in accordance with its terms; nor are any of the Parties waiving any claims, defenses or counterclaims, including but not limited to, defenses on the basis of any applicable limitations deadline as may exist as of March 26, 2013.
3. The Tolling Period may be terminated prior to September 1, 2014 by any Party with at least 30 days prior written notice delivered to all other Parties in advance of the early termination date. The Tolling Period will be

modified in such case to be from March 26, 2013, through and including the early termination date. Notices required by this Tolling Agreement will be made in writing and delivered to Counsel for the respective Parties to be notified.

4. The Parties have mutually drafted this Tolling Agreement and to the extent that there are any ambiguities or uncertainties contained herein, they will not be construed for or against either party hereto as the drafter of the agreement.
5. The persons executing this Tolling Agreement warrant and represent that they have the authority to bind their respective principals hereto and have such authorization to do so.
6. If any part of this Tolling Agreement is adjudicated invalid, unenforceable or illegal by a court of competent jurisdiction, such adjudication will not affect or impair, in whole or in part, the validity, enforceability, or legality of any remaining portions of this Tolling Agreement. All remaining portions remain in full force and effect as if the original Tolling Agreement had been executed without the invalidated, unenforceable or illegal part.
7. Notwithstanding its place of execution or performance, this Tolling Agreement will be governed by and construed in accordance with the laws of the State of Florida.
8. This written Tolling Agreement contains the entire, integrated, agreement between the Parties concerning tolling of limitations periods. All prior negotiations and dealings between the Parties concerning tolling of limitations periods are merged in, integrated and superceded by this Tolling Agreement. There will be no modifications to this Tolling Agreement except those that are made in writing signed by all Parties, or

except as set forth in paragraph 3, above, regarding early termination of the Tolling Period. This Tolling Agreement does not affect the Performance Bond except to toll limitations periods and deadlines during the Tolling Period, as set forth hereinabove.

It is so agreed:

Dated: Mar 20, 2013

Balfour Beatty Construction, LLC

By: R. Steffert

Dated: _____

Zurich American Insurance Company /
Fidelity and Deposit Company of Maryland

By: _____

Dated: _____

Travelers Casualty and Surety Company of
America

By: _____

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Larry Bustle, Chairman

ATTEST:

R.B. SHORE, Clerk of the Circuit Court

By: _____
Deputy Clerk

except as set forth in paragraph 3, above, regarding early termination of the Tolling Period. This Tolling Agreement does not affect the Performance Bond except to toll limitations periods and deadlines during the Tolling Period, as set forth hereinabove.

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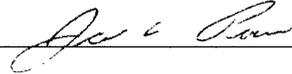
Dated: _____

Balfour Beatty Construction, LLC

By: _____

Dated: 3/19/13

Zurich American Insurance Company /
Fidelity and Deposit Company of Maryland

By: 

Dated: _____

Travelers Casualty and Surety Company of
America

By: _____

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____

Larry Bustle, Chairman

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Deputy Clerk

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It is so agreed:

Dated: _____

Balfour Beatty Construction, LLC

By: _____

Dated: _____

Zurich American Insurance Company /
Fidelity and Deposit Company of Maryland

By: _____

Dated: 3/19/13

Travelers Casualty and Surety Company of
America

By: *Kaitly Yui*

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Larry Bustle, Chairman

ATTEST:

R.B. SHORE, Clerk of the Circuit Court

By: _____
Deputy Clerk