

COMMERCIAL PERFORMANCE BOND

Bond No. 101585673

KNOWN ALL MEN BY THESE PRESENTS, That we, Posh Salon Suites Berry TC, LLC, as Principal, and Merchants National Bonding, Inc., a corporation organized and doing business under and by virtue of the laws of the State of IA and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of * (\$63,728.81) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

*Sixty Three Thousand Seven Hundred Twenty Eight & 81/100 Dollars

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the Posh Suites project located at Berry Blvd., Davenport, FL (the "Project"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by One Year (08/05/2026), or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

The Principal:

Posh Salon Suites Berry TC, LLC
1820 E. Edgewood Drive
Lakeland, FL 33803

The Obligee:

Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 5 DAY OF August, 2025,
(the date of issue by the Surety).

E. Drew Onheiser
Witness

E. Drew Onheiser
Printed Name

Michael E. Richter
Witness

MICHAEL E. RICHTER
Printed Name

Taylor Wagner
Witness

Taylor Wagner
Printed Name

Daniel F. Wagner, Jr.
Witness

Daniel F. Wagner, Jr.
Printed Name

PRINCIPAL:

Posh Salon Suites Berry TC, LLC
Name of Corporation

By: [Signature]

Samuel McCrystal
Printed Name

Title:
(SEAL)

SURETY:

Merchants National Bonding, Inc.
Name of Corporation

By: Daniel F. Wagner

Daniel F. Wagner
Printed Name

Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)



MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: _____

Larry Taylor

Larry Taylor, President

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel F Wagner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025



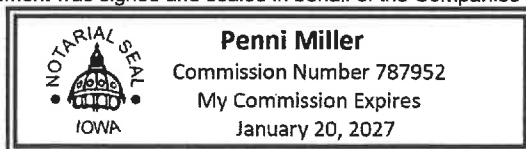
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

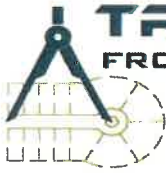
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5 day of August, 2025



Secretary



TRACT ENGINEERING

FROM CONCEPTUAL TO COMPLETION

5137 S LAKELAND DR, SUITE 3
LAKELAND, FL 33813
FIRM REGISTRATION NUMBER - 34343

Tract Engineering LLC					Date	24-Jun-25
Project:	Posh Berry Plaza				Record Number	LDNON-2025-25
Location	Berry Boulevard					
OFF SITE WORKS						
ITEM NO.	CONCEPT	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	
Roadway						
	12" Stabilized Subgrade	SF	1,032.79	\$ 6.00	\$ 6,196.74	
	8" Limerock Base	SF	1,032.79	\$ 4.00	\$ 4,131.16	
	1 1/2" SP-9.5R Asphalt	SF	1,032.79	\$ 1.75	\$ 1,807.38	
	Pavement Markings	LS	1.00	\$ 3,000.00	\$ 3,000.00	
				Sub-total	\$ 15,135.28	
Concrete						
	Type D concrete curb	LF	80.00	\$ 90.30	\$ 7,224.00	
	ADA Handicap Ramp	SF	130.00	\$ 14.00	\$ 1,820.00	
	Truncated Domes	SF	23.20	\$ 32.50	\$ 754.00	
	Sidewalk 4" Thick	SF	1,763.00	\$ 14.00	\$ 24,682.00	
	Valley gutter	LF	95.00	\$ 50.00	\$ 4,750.00	
				Sub-total	\$ 39,230.00	
Directional Bore						
	Directional Bore – 4" HDPE Pipe (installation only)	LF	50.00	\$ 40.00	\$ 2,000.00	
	4" HDPE Pipe (DR-11)	LF	50.00	\$ 6.00	\$ 300.00	
	4" Transition Fittings (HDPE to PVC/DI)	EA	2.00	\$ 120.00	\$ 240.00	
	4" 90° HDPE Bends	EA	2.00	\$ 90.00	\$ 180.00	
	Excavation and Restoration of Pits	EA	2.00	\$ 300.00	\$ 600.00	
	Testing, Cleaning, and Bore Slurry Disposal	LS	1.00	\$ 250.00	\$ 250.00	
				Sub-total	\$ 3,570.00	
Sub -Total					\$	57,935.28
"10%					\$	5,793.53
Total					\$	63,728.81

Daniel P. Kovacs



Digitally signed
by: Daniel
Kovacs
DN: CN = Daniel
Kovacs C = US
O = Unaffiliated
Date: 2025.07.01
15:51:53 -04'00'

This item has been digitally signed and sealed by Daniel P Kovacs, PE on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies