

COMMERCIAL PERFORMANCE BOND

Bond No. 016254633

KNOWN ALL MEN BY THESE PRESENTS, That we, Home Depot U.S.A., Inc., as Principal, and Liberty Mutual Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts 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 ^{Two Million Three Hundred Fifty Thousand} Two Hundred Forty Three & 00/100 (\$ 2,350,243.00) 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.

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 THD Davenport project located at NEC Hwy 27 & Davenport Blvd, Davenport, FL 33837 (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 May 29, 2027, 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 Obligees said amount within thirty (30) days of Obligees written notification, for Obligees 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 Obligees 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 Obligees, including court costs and attorneys 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:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

The Principal:

Home Depot U.S.A., Inc.
P.O. Box 105451
Atlanta, GA 30348

The Obligees:

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 Sureties 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 29th DAY OF May, 2026,
(the date of issue by the Surety).

L9 Debra Hall
Witness

L9 Debra Hall
Printed Name

Ivelisse Guadalupe
Witness

Ivelisse Guadalupe
Printed Name

[Signature]
Witness

Annette Audinot, Witness

Printed Name

Jessica Iannotta
Witness

Jessica Iannotta, Witness

Printed Name

PRINCIPAL:

Home Depot U.S.A., Inc.
Name of Corporation

By: [Signature]

Thomas E. Quest
Printed Name

Title: Assistant Secretary
(SEAL)



SURETY:

Liberty Mutual Insurance Company

Name of Corporation

By: [Signature]

April D. Perez, Attorney-In-Fact
FL Non-Resident License #G047993

Printed Name

Title:

(SEAL)

(Attach power of attorney)





POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

April D. Perez

all of the city of Morristown, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of May, 2026.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2025

Assets	Liabilities
Cash and Bank Deposits.....\$4,639,129,070.00	Unearned Premiums..... \$9,548,471,466.00
*Bonds – U.S Government.....\$24,121,444,319.00	Reserve for Claims and Claims Expense..... \$28,631,659,506.00
*Other Bonds.....\$2,170,686,911.00	Funds Held Under Reinsurance Treaties..... \$318,121,716.00
*Stocks.....\$17,859,797,169.00	Reserve for Dividends to Policyholders..... \$924,130.00
Real Estate.....\$82,931,297.00	Additional Statutory Reserve..... \$190,397,000.00
Agents' Balances or Uncollected Premiums...\$6,938,791,711.00	Reserve for Commissions, Taxes and Other Liabilities..... \$7,407,537,792.00
Accrued Interest and Rents.....\$264,147,662.00	Total..... \$46,097,112,301.00
Other Admitted Assets.....\$23,084,138,197.00	Special Surplus Funds..... \$157,770,770.00
Total Admitted Assets.....\$79,161,066,336.00	Capital Stock..... \$10,000,075.00
	Paid in Surplus..... \$13,694,993,624.00
	Unassigned Surplus..... \$19,201,189,566.00
	Surplus to Policyholders..... \$33,063,954,035.00
	Total Liabilities and Surplus..... \$79,161,066,336.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, NATHAN J. ZANGERLE, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2025, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Plymouth Meeting, Pennsylvania, this 10th day of March, 2026.

Teresa Pastella

Teresa Pastella, Notary Public



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary





ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS

FINANCIAL PROJECT ID #: HD Davenport
PROJECT DESCRIPTION: Polk County OPC - Total Davenport Blvd cost

DATE: 2/11/2026
SUBMITTAL TYPE:
COUNTY: Polk

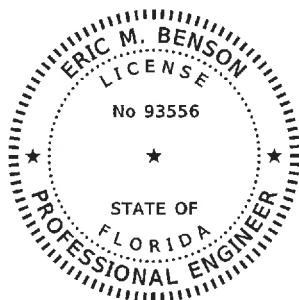
ENGINEERING CONSULTANT FIRM:
PREPARER:
PHONE NUMBER:

MARKET AVERAGES INCLUDED:
6-MONTH: Yes
12-MONTH: Yes
AREA 08: Yes
CALCULATED USING: Max

Component Groups Summary:		
000-199	MOT, Erosion Control, Litter Removal, Moving, Earthwork	\$207,392
200-299	Base Courses	\$89,504
300-399	Surface Courses and Concrete Pavement	\$172,538
400-499	Structures, Drainage, Foundations	\$237,087
500-599	Incidental Construction, Curb, Sidewalk, Guardrail, Crash Cushions, Fencing, Turf	\$136,734
600-699	Traffic Control Signals and Devices, Conduit, Midblock Crosswalks, Traffic Monitoring Sites	\$338,669
700-799	Signing, Pavement Markings, Lighting	\$334,361
800-899	Mass Transit	Not included \$0
900-999	Developmental and Special Pay Items	Not included \$0
1000-1999	Utilities	Not included \$0
Component Sub-Total:		\$1,516,285
(102-1) Maintenance of Traffic:		20% \$303,257
(101-1) Mobilization:		10% \$151,629
Utility Adjustment		15% \$227,443
Scale of Project Factor		\$0
Contingency		10% \$151,629
Project Grand Total		\$2,350,243

* VALUES WERE OBTAINED USING THE HIGHER UNIT COST OF THE FOLLOWING SOURCE(S): FDOT ESTIMATES OFFICE WEBSITE HISTORICAL AVERAGES FOR SIX MONTH FROM 2025/07/01 TO 2025/12/31, TWELVE MONTH FROM 2025/01/01 TO 2025/12/31, MARKET AREA 08 FROM 2025/01/01 TO 2025/12/31.

NOTE: KIMLEY-HORN HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO KIMLEY-HORN AT THIS TIME AND REPRESENT ONLY KIMLEY-HORN'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. KIMLEY-HORN CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.



Eric M Benson
Professional Engineer
No. 93556
State of Florida