

COMMERCIAL PERFORMANCE BOND

Bond No. 100262590

KNOWN ALL MEN BY THESE PRESENTS, That we, MMH Development 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 Iowa 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 ^{Nine Hundred Three Thousand} Six Hundred Seventy Nine and 70/100 (\$ 903,679.70) 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 Minute Maid Mixed Use Development project located at 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 March 2, 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 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.
6700 Westown Parkway
West Des Moines, IO 50266

The Principal: MMH Development LLC
7380 W. Sand Lake Rd., Ste. 605
Orlando, FL 32819

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 2nd DAY OF March, 2026,
(the date of issue by the Surety).

[Signature]
Witness

Sen Zhang
Printed Name

[Signature]
Witness

Craig Wasserman
Printed Name

[Signature]
Witness

Christine Marotta
Printed Name

[Signature]
Witness

Sinem Nava
Printed Name

PRINCIPAL:

MMH Development LLC
Name of Corporation

By: [Signature]

ZHAN LI
Printed Name

Title:
(SEAL) N/A No seal.

SURETY:

Merchants National Bonding, Inc.
Name of Corporation

By: [Signature]

James I. Moore
Printed Name

Title: Attorney-in-fact
(SEAL)



(Attach power of attorney)

Initials [Signature]

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2026, before me, Lisa C Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Merchants National Bonding, Inc. the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, January 9, 2030

Commission No. 1023617


Lisa C Marotta, Notary Public



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,

James I Moore; Jennifer J McComb; Kelly A Gardner; Martin Moss; Melissa A Schmidt; Sherry Bacskai

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.




Notary Public

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

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 2nd day of March, 2026.



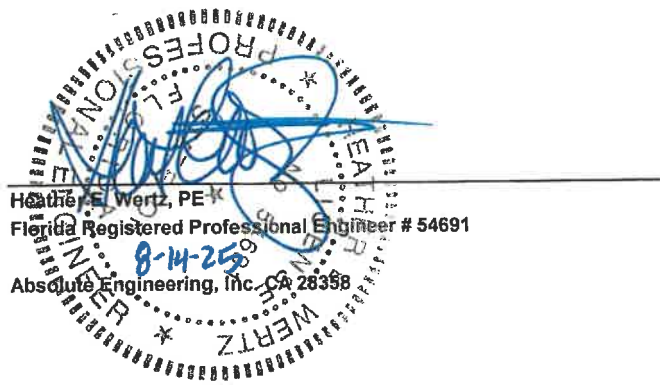

Secretary

MINUTE MAID RAMP ROAD 1

ROADWAY IMPROVEMENTS

Engineer's Certification of Total Cost to be Bonded for Platting

EARTHWORK	<u>\$9,900.00</u>
PAVING	<u>\$510,132.00</u>
STORM	<u>\$278,270.00</u>
WATER	<u>\$16,655.00</u>
RECLAIM	<u>\$6,570.00</u>
TOTAL:	<u>\$821,527.00</u>
 110% PERFORMANCE BOND AMOUNT	 <u>\$903,679.70</u>


Heather E. Wertz, PE
Florida Registered Professional Engineer # 54691
Absolute Engineering, Inc. CA 28358

MINUTE MAID RAMP ROAD 1 ROADWAY IMPROVEMENTS

Engineer's Certification of Total Cost to be Bonded for Platting

	DESCRIPTION	QUANTITY	UNIT	WEIGHTED AVERAGE UNIT PRICE	TOTAL
	Earthwork				\$9,900.00
1	Solid Sod (Side Slopes Steeper than 5:1)	2200	SY	\$4.50	\$9,900.00
	Paving				\$510,132.00
1	Saw-cut and Match Existing Pavement	1920	LF	\$5.00	\$9,600.00
2	Open Cut Restoration (Includes Asphalt & Flowable Excavatable Fill) - Average Depth - 7.14'	329	SY	\$300.00	\$98,700.00
3	Mill (1" Avg. Depth) Existing Asphalt Pavement	2200	SY	\$9.00	\$19,800.00
4	1" Friction Course (Type FC-9.5)	3770	SY	\$19.50	\$73,515.00
5	2" Structural Course (Type SP-9.5)	3770	SY	\$23.50	\$88,595.00
6	10" Limerock Base Course (LBR 100)	1570	SY	\$40.00	\$62,800.00
7	12" Stabilized Subgrade	48	SY	\$15.00	\$720.00
8	Stabilized Shoulder 5' Width	57	SY	\$20.00	\$1,140.00
9	15' Maintenance Concrete Driveway	32	SY	\$140.00	\$4,480.00
10	5' Concrete Sidewalk (4" Thick)	500	LF	\$44.00	\$22,000.00
11	6' Concrete Sidewalk (4" Thick)	290	LF	\$50.00	\$14,500.00
12	ADA Sidewalk Ramp Per FDOT Index 304	6	EA	\$2,000.00	\$12,000.00
13	Concrete Curb (Type F)	1594	LF	\$27.00	\$43,038.00
14	Concrete Transition Curb	93	LF	\$24.00	\$2,232.00
15	Concrete Curb (Drop)	63	LF	\$24.00	\$1,512.00
16	Signage & Striping	1	LS	\$16,500.00	\$16,500.00
17	Maintenance of Traffic	1	LS	\$39,000.00	\$39,000.00
	Storm				\$278,270.00
1	18" RCP	348	LF	\$85.00	\$29,580.00
2	24" RCP	200	LF	\$103.00	\$20,600.00
3	30" RCP	56	LF	\$170.00	\$9,520.00
4	36" RCP	16	LF	\$220.00	\$3,520.00
5	42" RCP	229	LF	\$300.00	\$68,700.00
6	48" RCP	15	LF	\$370.00	\$5,550.00
7	P1 Curb Inlet (4' Diameter)	4	EA	\$9,800.00	\$39,200.00
8	P2 Curb Inlet (4' Diameter)	1	EA	\$10,000.00	\$10,000.00
9	J1 Curb Inlet (5' Diameter)	2	EA	\$16,800.00	\$33,600.00
10	J1 Curb Inlet (6' Diameter)	2	EA	\$17,200.00	\$34,400.00
11	J2 Curb Inlet (5' Diameter)	1	EA	\$16,700.00	\$16,700.00
12	Type D Ditch Bottom Grate Top Inlet	1	EA	\$6,900.00	\$6,900.00
	Water (Holly Hill Grove Rd 3 ROW)				\$16,655.00
1	8" HDPE (DR11) Directional Drill	43	LF	\$85.00	\$3,655.00
2	12"x8" Full Circle Tapping Sleeve and Valve	1	EA	\$13,000.00	\$13,000.00
	Reclaim (Holly Hill Grove Rd 3 ROW)				\$6,570.00
1	6" PVC C900 (DR18)	15	LF	\$38.00	\$570.00
2	6"x6" Full Circle Tapping Sleeve and Valve	1	EA	\$6,000.00	\$6,000.00
TOTALS					\$821,527.00