

COMMERCIAL PERFORMANCE BOND

Bond No. 72741432

KNOWN ALL MEN BY THESE PRESENTS, That we, US98 CH Partners, LLC, as Principal, and WESTERN SURETY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of South Dakota 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 Forty Thousand Nine Hundred Eighty Five and 00/100 (\$ 40,985.00) 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 TLE Clubhouse Rd (Lakeland), 185 LF of Mill and Overlay of Existing Pavement project located at 5469 3rd St, Highland City, FL 33848 (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 October 31, 2024, 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 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:

WESTERN SURETY COMPANY
151 North Franklin, 17th Floor
Chicago, IL 60606

The Principal:

US98 CH Partners, LLC
320 W Kennedy Blvd
Tampa, FL 33606

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 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 25th DAY OF June, 2025,
(the date of issue by the Surety).

[Signature]
Witness

Fayer Alameer
Printed Name

[Signature]
Witness

Pamela Solomon
Printed Name

PRINCIPAL:

US98 CH Partners, LLC
Name of Corporation

By: [Signature]

Eric E Muller
Printed Name
Title: MANAGER
(SEAL)

SURETY:

WESTERN SURETY COMPANY

Name of Corporation

By: [Signature]

MICHAEL ANDREW SUAREZ, Attorney in Fact

Printed Name

Title:
(SEAL)



(Attach power of attorney)

[Signature]
Witness

Fayer Alameer
Printed Name

[Signature]
Witness

Pamela Solomon
Printed Name

Initials [Signature]

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72741432

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MICHAEL ANDREW SUAREZ

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: US98 CH Partners, LLC

Obligee: POLK COUNTY LAND DEVELOPMENT DIVISION

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72741432 is not issued on or before midnight of June 25th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

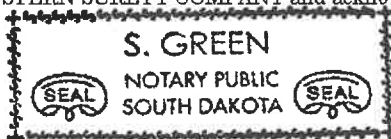
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 25th day of June, 2025.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 25th day of June, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

July 18, 2025

Polk County
Land Development Division
Via ACELA upload

RE: Surety Application No. LDSUR-2025-94
Engineer Cost Estimate for Site Permit No. LDNON-2024-148

To whom it may concern,

Following is the cost breakdown for the proposed improvements within the Central Ave. right-of-way in unincorporated Polk County for the referenced project as well as the bond amount:

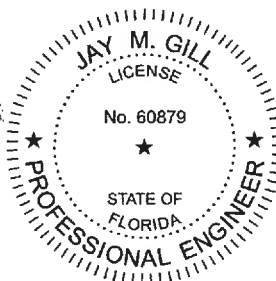
Mill & Overlay Cost Estimate for TLE - Central Avenue				
Description	Unit	# of Units	Unit Cost	Subtotal
Mill & Overlay	SY	500	\$45.00	\$22,500.00
MOT	LS	1	\$2,500.00	\$2,500.00
Restripe	LS	1	\$7,500.00	\$7,500.00
Restore Sod	SF	2250	\$0.65	\$1,462.50
Contingency	LS	1	\$3,296.50	\$3,296.50
Total =				\$37,259.00
Polk Co. Surety Bond (110%) Cost =				\$40,985.00

If you have any questions regarding this matter, please do not hesitate to contact me or Russell Ottenberg at 813.463.3344.

Sincerely,
Planeng, Inc.



Digitally signed by Jay M. Gill
DN: cn=Jay M. Gill, o=PLANENG, INC.,
SERIALNUMBER=AATL20230629304414,
l=Pensacola, st=Florida, c=US
Date: 2025.07.23 07:54:31-05'00'



Jay M. Gill, State of Florida,
Professional Engineer, License No.
60879. This item has been digitally
signed and sealed by Jay M. Gill, P.E.
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.

Jay M. Gill, P.E.