

PERFORMANCE BOND

BY THIS BOND, WE, Glen Lakes Commons, LLC as Principal, and Great Midwest Insurance Company, as Surety, are bound to Hernando County, Florida, a political subdivision of the State of Florida, hereinafter "County," in the sum of 2,243,230.00 Two Million Two Hundred Forty-Three Thousand Two Hundred Thirty and 00/100 Dollars (\$ 2,243,230.00) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named Principal has applied, or will apply to the County for approval of a plat of a certain area of land within Hernando County, Florida, to be known as Glen Lakes Commons Project, and has agreed, or is required, as a condition to the approval of said plat by the County or pursuant to Land Development Regulations, to install all required, approved or dedicated improvements, which improvements consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the Project; and

WHEREAS, the approval of said plat by the County is further conditioned upon the furnishing of an adequate Surety Bond to the County pursuant to the County's Land Development Regulations.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the Principal:

- (a) Shall in all respects comply with the terms and conditions of the approval of said plat, specifically including, but not limited to, the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the Project pursuant to the approved plans and specifications heretofore filed with or approved by the County, and in accordance with the ordinances and regulations of the County; and
- (b) Shall complete all improvements within one (1) year after the final plat has received approval from the County through its Board of County Commissioners, unless a longer time for completion shall be allowed by said Board; and
- (c) Shall submit written requests for an inspection of all improvements to the County's Utilities and Public Works Departments, as applicable, at least sixty (60) days prior to the termination of the completion period; and
- (d) Shall submit an appropriate maintenance guarantee as required by the County's Land Development Regulations; and
- (e) County approval of subsections (a), (b), (c) and (d) shall be required before this Bond may be cancelled or released. Principal shall notify County thirty (30) days before cancellation and release.

then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said Surety on this bond and the Surety does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the County if it should elect to proceed with said work upon the failure of the Principal to complete the improvements in connection with the project within one (1) year after final plat approval by the Board of County Commissioners, or any subsequent date provided through an agreement between the Principal and the County for an extension of time.

IT IS FURTHER understood that should Hernando County, Florida be required to institute legal proceedings in order to collect any funds under this bond, Glen Lakes Commons, LLC (Principal), shall be responsible for attorney's fees and court costs incurred by the County.

IN WITNESS THEREOF, the Principal and the Surety have caused these presents to be duly executed this 27th day of December, 2024.

Concetta Cook
 Witness
 Print Name: Concetta L. Cook

Glen Lakes Commons, LLC
 PRINCIPAL
 By: [Signature]
 Name: ROBERT GOMEZ JR
 Title: PARTNER

Andy Chiang
 Witness
 Print Name: Andy Chiang

Great Midwest Insurance Company
 Surety
 By: [Signature]
 Name: Mary Martha Langley, attorney-in-fact
 Title: Attorney-in-fact



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Mary Martha Langley, Frederic M. Archerd, Jr., Yu cheng Chiang, Richard P. Russo, Jr., Tanya L. Russo

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

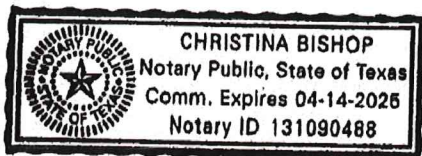
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27th Day of December, 20 24.



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.