

**MARION COUNTY
SUBDIVISION IMPROVEMENT AGREEMENT
WITH SURETY BOND
(CORPORATION)**

THIS AGREEMENT made and entered into this 13 day of January, 20 25, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and SURETY.

W I T N E S S E T H:

WHEREAS, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Freedom Commons Development, LLC

Developer's Address: 1415 SW 17th Street, Ocala, FL 34471

Project Engineer: Tillman Associates Engineering

Engineer's Estimate of Costs of Improvements: \$4,838,422.00

Developer's Estimate of Time to Complete All Improvements: 12 months after Date of this Agreement

Subdivision Name: Freedom Commons

Phase: 3&4

Plat Book _____ Page(s) _____

Surety: Great Midwest Insurance Company

Surety's Address: 800 Gessner Rd., Suite 600, Houston, TX 77024

WHEREAS, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by the Land Development Code of Marion County, Florida, as provided herein, and described in the Project Engineer's estimate of the cost of these improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof), and

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond as a performance guarantee to assure construction of all subdivision improvements.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY-approved subdivision improvement plans dated April 1, 2024, and on file with the COUNTY Transportation Department, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of recording of the plat of the Subdivision lands or the date of this agreement, whichever is later. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as *Exhibit A*. A copy of the SURETY's surety bond is attached hereto as *Exhibit B*. The condition of the surety bond is such that if DEVELOPER should fail to satisfactorily complete the Improvements within 180 days of the date of this Agreement, the COUNTY may, upon first giving DEVELOPER 90 days prior written notice and an opportunity to cure, draw upon the surety bond, pursuant to

instructions to be given SURETY by COUNTY, and the SURETY shall pay to the COUNTY such funds as are necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor. In the event such funds are not adequate to complete the work based upon such good faith estimate, the SURETY shall pay the full amount of such funds to COUNTY. In such event, COUNTY will not be responsible to SURETY for repayment of such funds, and the DEVELOPER shall not be relieved of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the COUNTY Transportation Department shall, within 10 days after verification of completion of the Improvements, forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER's obligation to complete all Improvements. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements and for no other purpose or use.

5. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

6. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

7. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Any termination by the COUNTY of this Agreement shall entitle SURETY to immediately release and cancel the surety bond without further instruction from the COUNTY and /or the DEVELOPER.

8. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts

on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this agreement.

9. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of-pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

10. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

11. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

12. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

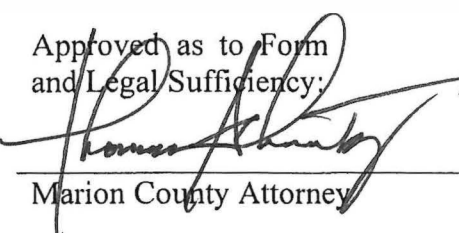
ATTEST:

**BOARD OF COMMISSIONERS
MARION COUNTY, FLORIDA**

Gregory C. Harrell, Clerk

Kathy Bryant, Chairman

Approved as to Form
and Legal Sufficiency:

For: 

Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

ATTEST:

DEVELOPER:

Freedom Commons Development, LLC, a Delaware limited liability company

By: Armstrong Brothers Development Group, LLC, a Delaware limited liability company, its sole Member

By: Casa Holdings, LLC, a Florida limited liability company, as Authorized Member

By: Karla Hayter
(signature)

By: F. Christopher Armstrong
(signature)

Print name: Karla Hayter

Print name: Fred C. Armstrong

Title: Witness

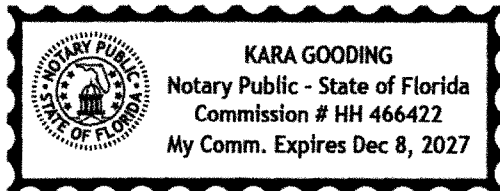
Title: Manager

Date: January 13th, 2025

Date: January 13th, 2025

STATE OF FLORIDA
COUNTY OF MARION

Before me by means of physical presence or online notarization this 13 day of January, 2025 personally appeared Fred C. Armstrong as Authorized Member of Armstrong Brothers Development Group, LLC, a Delaware limited liability company as sole Member of Freedom Commons Development, LLC, a Delaware limited liability company, on behalf of such companies, who is personally known to me or has produced PERSONALLY KNOWN (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of said DEVELOPER all by and with the authority of the Member of said DEVELOPER.



Kara Gooding
Print/Type Name: Kara Gooding
Notary Public in and for the County and State aforesaid.
My Commission Expires: 12/8/2027
Serial No., if any: _____

SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

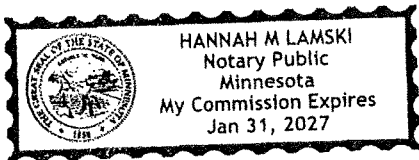
Completed via Remote Online Notarization using 2 way Audio/Video technology.

By: *Sarah Theusch*
(signature)
Print name: Sarah Theusch
Title: Admin
Date: 9/25/2024


Company
By: *Jeremy J. Crawford*
(signature)
Print name: Jeremy J. Crawford
Title: Attorney-In-Fact
Date: 9/25/2024

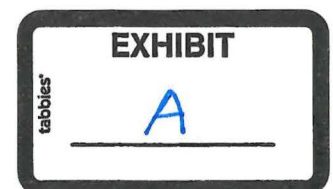
STATE OF Minnesota
COUNTY OF Dakota

Before me by means of physical presence or online notarization this 25th day of September, 2024 personally appeared Jeremy J. Crawford, Attorney-In-Fact of Great Midwest Insurance Company who is personally known to me or has produced Personally Known (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of Great Midwest Insurance Company all by and with the authority of the Board of Directors of Great Midwest Insurance Company.

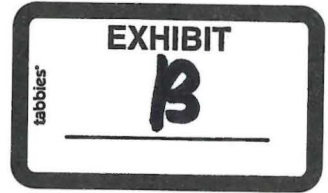


Hannah Lamski
Print/Type Name: Hannah M Lamski
Notary Public in and for the County and State
aforesaid.
My Commission Expires: Jan 31, 2027
Serial No., if any: _____

PROJECT		FREEDOM COMMONS PHASE 3 & 4									
ADDRESS		1720 SE 16TH AVE. BLDG. 100 OCALA, FLORIDA 34471				Website: www.tillmaneng.com					
Submission						Email: permits@tillmaneng.com					
Date of plans						Contact: (852) 387-4540					
SITE PACKAGE											
SR #	DESCRIPTION	QTY.	UNIT	LABOR/EQUIP. COST	PERCENT COMP.	TOTAL COST	REMAINING	REMAINING SUBTOTALS			
General Conditions											
1	SURVEY & AS-BUILTS	1	LS	\$ 211,600.00	85%	\$	\$	31,740			
2	GEOTECHNICAL TESTING	1	LS	\$ 123,349.00	80%	\$	\$	24,670			
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 9,775.00	80%	\$	\$	3,910			
4	NPDES	1	LS	\$ 9,775.00	85%	\$	\$	1,466			
5	INLET PROTECTION	122	EA	\$ 191.65	75%	\$	\$	5,845			
Sub Total							\$	67,631			
Earthwork											
6	EXCAVATION	287050	CY	\$ 3.10	97%	\$	\$	26,696			
7	EXCAVATE & STOCKPILE EXCESS FILL	342310	CY	\$ 3.10	72%	\$	\$	297,125			
8	FINE GRADE LOTS	223310	SY	\$ 0.60	0%	\$	\$	133,986			
9	FINE GRADE SLOPES AND SWALES	29400	SY	\$ 0.60	51%	\$	\$	8,644			
10	FINE GRADE POND SLOPES	20735	SY	\$ 0.60	85%	\$	\$	4,354			
11	FINE GRADE DIST AREAS	92350	SY	\$ 0.60	30%	\$	\$	38,787			
12	FINE GRADE ROW	25530	SY	\$ 0.60	0%	\$	\$	15,318			
Sub Total							\$	524,910			
Grassing											
13	GRASSING - POND SLOPES ONLY	20735	SY	\$ 3.30	53%	\$	\$	32,160			
14	GRASSING - SLOPES & SWALES	29400	SY	\$ 3.30	0%	\$	\$	97,020			
15	GRASSING - ROW	25530	SY	\$ 3.30	0%	\$	\$	84,249			
16	SEED & MULCH - LOTS/DIST AREAS	367035	SY	\$ 0.55	0%	\$	\$	201,869			
Sub Total							\$	415,298			
Roadway											
17	1.5" SP-12.5 ASPHALT (2 LIFTS)	25095	SY	\$ 22.75	0%	\$	\$	570,911			
18	8" LIMEROCK BASE	25095	SY	\$ 14.80	0%	\$	\$	371,406			
19	12" STABILIZED SUBGRADE (LBR40)	30115	SY	\$ 5.60	25%	\$	\$	149,059			
20	MIAMI CURB	21230	LF	\$ 19.75	0%	\$	\$	419,293			
21	4" CONCRETE SIDEWALK	7470	SF	\$ 7.25	0%	\$	\$	54,158			
22	HANDICAP RAMPS	21	EA	\$ 862.50	0%	\$	\$	18,113			
23	CONCRETE DRIVEWAY	2595	SF	\$ 8.05	0%	\$	\$	20,890			
24	SIGNAGE AND STRIPING	1	LS	\$ 26,047.50	0%	\$	\$	26,048			
Sub Total							\$	1,629,886			
Drainage											
25	18" ADS HP	6586	LF	\$ 43.60	93%	\$	\$	20,100			
26	24" ADS HP	2522	LF	\$ 68.40	88%	\$	\$	20,701			
27	30" ADS HP	2584	LF	\$ 102.35	82%	\$	\$	47,605			
28	36" ADS HP	548	LF	\$ 115.45	80%	\$	\$	12,653			
29	18" MES	4	EA	\$ 1,619.85	0%	\$	\$	6,479			
30	24" MES	1	EA	\$ 2,100.20	0%	\$	\$	2,100			
31	30" MES	4	EA	\$ 2,762.20	0%	\$	\$	11,049			
32	36" MES	1	EA	\$ 3,872.25	0%	\$	\$	3,872			
33	VALLEY GUTTER CURB INLET	71	EA	\$ 4,803.15	86%	\$	\$	47,743			
34	VALLEY GUTTER CURB INLET / BOTTOM	11	EA	\$ 7,665.25	97%	\$	\$	2,530			
35	TYPE C INLET	31	EA	\$ 3,302.50	66%	\$	\$	34,808			
36	TYPE C INLET / BOTTOM	6	EA	\$ 4,220.60	79%	\$	\$	5,318			
37	TYPE D INLET	2	EA	\$ 5,307.00	88%	\$	\$	1,274			
38	P MANHOLE	12	EA	\$ 3,265.80	82%	\$	\$	7,054			
39	J MANHOLE	2	EA	\$ 5,824.95	90%	\$	\$	1,185			
40	TESTING	12240	LF	\$ 5.35	0%	\$	\$	65,484			
Sub Total							\$	289,936			
Sewer											
41	8" SDR26 PVC SEWER (0' - 6')	2258	LF	\$ 33.50	81%	\$	\$	14,372			
42	8" SDR26 PVC SEWER (6' - 8')	2150	LF	\$ 34.50	87%	\$	\$	9,643			
43	8" SDR26 PVC SEWER (8' - 10')	3569	LF	\$ 38.25	79%	\$	\$	38,481			
44	8" SDR26 PVC SEWER (10' - 12')	1738	LF	\$ 42.00	83%	\$	\$	12,409			
45	8" SDR26 PVC SEWER (12' - 14')	500	LF	\$ 48.00	98%	\$	\$	480			
46	8" SDR26 PVC SEWER (14' - 16')	168	LF	\$ 52.00	90%	\$	\$	874			
47	SEWER MANHOLE 4' ID (0' - 6')	15	EA	\$ 4,491.25	92%	\$	\$	5,390			
48	SEWER MANHOLE 4' ID (6' - 8')	8	EA	\$ 5,151.85	97%	\$	\$	1,236			
49	SEWER MANHOLE 4' ID (8' - 10')	11	EA	\$ 5,917.70	94%	\$	\$	3,906			
50	SEWER MANHOLE 4' ID (8' - 10') LINED	3	EA	\$ 12,500.85	94%	\$	\$	2,250			
51	SEWER MANHOLE 5' ID (8' - 10') LINED	1	EA	\$ 18,425.70	80%	\$	\$	3,685			
52	SEWER MANHOLE 4' ID (10' - 12')	7	EA	\$ 6,510.90	96%	\$	\$	1,823			
53	SEWER MANHOLE 4' ID (10' - 12') LINED	1	EA	\$ 12,928.00	77%	\$	\$	2,973			
54	SEWER MANHOLE 4' ID (12' - 14')	7	EA	\$ 7,161.20	87%	\$	\$	6,517			
55	SINGLE SEWER SERVICE	48	EA	\$ 1,287.30	79%	\$	\$	12,976			
56	DOUBLE SEWER SERVICE	115	EA	\$ 1,549.15	77%	\$	\$	40,975			
57	SANITARY TESTING	10619	LF	\$ 5.80	0%	\$	\$	61,590			
58	OPEN CUT REPAIR	150	SY	\$ 109.25	0%	\$	\$	16,389			
59	LIFT STATION COMPLETE	1	LS	\$ 670,880.15	65%	\$	\$	234,808			
60	CONNECT TO EXISTING	1	LS	\$ 1,128.25	0%	\$	\$	1,128			
61	6" DIRECTIONAL DRILL	60	LF	\$ 258.05	0%	\$	\$	15,483			
62	6" PVC C900 DR18 FORCEMAIN	2940	LF	\$ 30.95	0%	\$	\$	90,993			
63	6" GATE VALVE & BOX	1	SEA	\$ 2,045.00	0%	\$	\$	2,045			
64	FITTINGS	1	LS	\$ 8,807.85	0%	\$	\$	8,808			
65	TESTING	2940	LF	\$ 5.55	0%	\$	\$	16,317			
Sub Total							\$	595,549			
Watermain											
66	8" WATERMAIN DR18	8742	LF	\$ 39.00	73%	\$	\$	92,053			
67	12" WATERMAIN DR18	3610	LF	\$ 77.55	74%	\$	\$	72,788			
68	12" DIRECTIONAL DRILL	60	LF	\$ 363.00	0%	\$	\$	21,780			
69	CONNECTION TO EXISTING	5	EA	\$ 6,127.10	0%	\$	\$	30,636			
70	8" GATE VALVE & BOX	19	EA	\$ 3,319.75	79%	\$	\$	13,246			
71	12" GATE VALVE & BOX	1	EA	\$ 5,572.70	60%	\$	\$	11,145			
72	2" BLOW OFF ASSEMBLY	1	EA	\$ 2,272.65	0%	\$	\$	2,273			
74	ARV ASSEMBLY	2	EA	\$ 7,233.90	50%	\$	\$	7,234			
75	FIRE HYDRANT ASSEMBLY	17	EA	\$ 6,605.15	76%	\$	\$	26,949			
76	LIFT STATION WATER SERVICE	1	EA	\$ 2,959.55	0%	\$	\$	2,960			
77	SINGLE WATER SERVICE	76	EA	\$ 1,004.30	53%	\$	\$	35,874			
78	DOUBLE WATER SERVICE	102	EA	\$ 1,151.60	48%	\$	\$	71,549			
79	FITTINGS	1	LS	\$ 87,869.85	20%	\$	\$	70,296			
80	TESTING	12352	LF	\$ 4.05	0%	\$	\$	50,026			
Sub Total							\$	508,407			
TOTAL							\$	4,032,018			
O&P							\$	806,404			
SITE PACKAGE							\$	4,838,422			
Exclusions: Permits, Rock Removal, Remove and Replace Unsuitables, Traffic Control, Fencing, Electrical Conduit, Telephone, Cables.											



**Subdivision Performance Bond
Site Improvements**



KNOW ALL PERSONS BY THESE PRESENTS that we, Freedom Commons Development, LLC, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under the laws of the state of Texas and duly licensed to conduct a general surety business in the state of Texas, as Surety, are held and firmly bound unto Marion County, as Obligee, in the sum of Four Million, Eight Hundred Thirty Eight Thousand, Four Hundred Twenty Two and (\$ 4,838,422.00) dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a development agreement (the "Agreement") with said Obligee relating to a subdivision identified as: Freedom Commons Phase 3 & 4.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform said Agreement during the original term thereof, or of any extension of said term that may be granted by the Obligee in writing and consented to in writing by the Surety, then this obligation shall be void, otherwise it shall remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee(s) only, and no other person or entity shall have any rights under this bond.
2. No claim shall be allowed against this bond after the expiration of one year from the completion date set forth in the Agreement, or one year from the end of the latest extension of time consented to in writing by the Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
3. In the event of a default by the Principal and the receipt by Surety of timely written notice of a claim, the Surety shall be liable to reimburse the Obligee for damages sustained by the Obligee as a result of Principal's default of its bonded obligation. It is understood and agreed that this bond shall not be construed as a penalty or as a forfeiture obligation, but rather reimburses the Obligee for actual losses incurred.
4. This bond covers installation of site improvements, and does not cover on-going maintenance of completed site improvements. This bond will not respond to any liability that arises from design defects or efficiency guarantees.
5. In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this bond set forth above.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed by its duly authorized Attorney-in-Fact this 25th day of September, 2024.

Principal

Freedom Commons Development, LLC




Signature of Authorized Officer

Fred C. Armstrong, Member

Print Name & Title

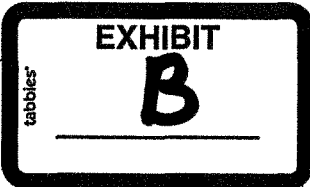
Great Midwest Insurance Company


Signature of Attorney-in-Fact

Jeremy J. Crawford

Print Name

[SEAL]



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:

Amanda M. Quigley, Andrea J. Michael Haight, Bradford J. Quiri, Ethan M. Baker, Jeremy J. Crawford, Michael D. Williams, Michael E. Konzen, Sydney R. Epema, Victoria L. Spohnholtz, William V. Gerber

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 Ten Million dollars (\$10,000,000.00), 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.

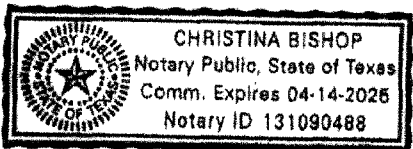


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] 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 [Signature] 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 25th Day of September, 2024



BY [Signature] 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.