

**GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, **3655 Friendship Rd., LLC** (owner/principal, hereinafter referred to as "Principal"), and **Michael B. Phelps and John W. Gatlin** (co-principals) and **The Service Insurance Company, Inc.** (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 1,241,549.49 \* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, **3655 Friendship Rd., LLC** (principal) is owner of the Subdivision known as **Harrison Farms** Subdivision, which subdivision is shown on a plat prepared by **Joshua Burgess, PLS**, Georgia Registered Surveyor Number 3592, and

WHEREAS, **3655 Friendship Rd., LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of **Harrison Farms** Subdivision for recording purposes, and

WHEREAS, **3655 Friendship Rd., LLC** (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of **Harrison Farms** Subdivision for public maintenance (not applicable to private developments); **3655 Friendship Rd., LLC** (principal) and **The Service Insurance Company, Inc.** (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, **3655 Friendship Rd., LLC** (principal) agrees that all construction of the street system of **Harrison Farms** Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

**3655 Friendship Rd., LLC** (principal), and **The Service Insurance Company, Inc.** (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, sewer, or traffic signs in Harrison Farms Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, The Service Insurance Company, Inc.(surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

**3655 Friendship Rd., LLC** (principal) and **The Service Insurance Company, Inc.** (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by **The Service Insurance Company, Inc.** (surety) from Hall County authorizing release of **3655 Friendship Rd., LLC** (principal) and **The Service Insurance Company, Inc.** (surety) from this Guaranty Agreement.

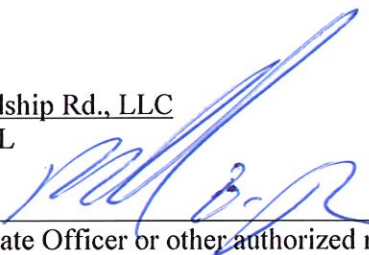
NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on Aug 1, 2026 (Date), and expires on Aug 1, 2028.

(Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

Condition> Obligee will not issue final certificate of occupancy until this bond is released or upon the consent of surety. The Obligee may not issue any certificate(s) of occupancy to any person or entity who succeeds to the Principals' rights to the subject project (or any aspect of it) by transfer of the subject property (or any portion thereof) or transfer of the entity(ies) which may own it (or any portion thereof), without first having first received a new bond as Obligee from such new Principal(s), which shall replace this bond for its penal sum in full.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this  
30th day of June 2026.

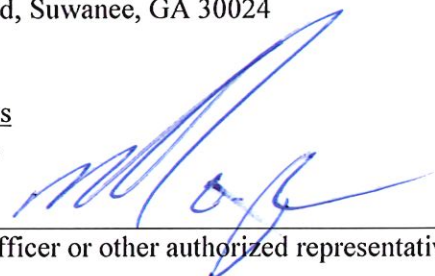
- 3655 Friendship Rd., LLC  
PRINCIPAL

By:   
(Corporate Officer or other authorized representative)

Principal's Address:

390 Brogdon Road, Suwanee, GA 30024

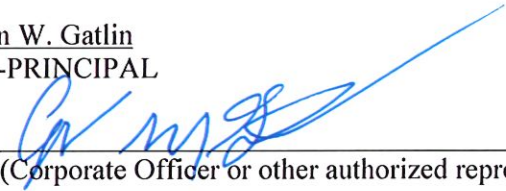
- Michael B. Phelps  
CO-PRINCIPAL

By:   
(Corporate Officer or other authorized representative)

Principal's Address:

PO Box 1682, Suwanee, GA 30024

- John W. Gatlin  
CO-PRINCIPAL

By:   
(Corporate Officer or other authorized representative)

Principal's Address:

PO Box 584, Buford, GA 30515



- The Service Insurance Company, Inc.  
SURETY  
By: \_\_\_\_\_  
(Authorized Representative)  
James S. Burger, President  
Surety's Address:  
80 Main Street, Suite 330, West Orange, NJ 07052
- Approved:  
Hall County  
By: \_\_\_\_\_  
(Chairman)

\* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.