

24041269

Regina Alcomendras
Santa Clara County - Clerk-Recorder
10/11/2018 01:23 PM

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Recording Requested by:

TOWN OF LOS GATOS

WHEN RECORDED MAIL TO:

CLERK ADMINISTRATOR
TOWN OF LOS GATOS
110 E MAIN ST
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 and 6103)

SUBDIVISION IMPROVEMENT AGREEMENT

**North 40 Phase 1
Los Gatos, CA 95032**

APNs: 424-07-024 through 424-07-027, 424-07-031 through 424-07-035, 424-07-070,
424-07-084 through 424-07-086, 424-07-090, and 424-07-113 through 424-07-114

**SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN
THE TOWN OF LOS GATOS
AND
SUMMERHILL N40 LLC

LOS GATOS, CALIFORNIA**

This agreement, made and entered into effective upon the last date this document is signed by the parties hereto, by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, hereinafter "Town," and SUMMERHILL N40 LLC, after this called "Subdivider," whose principal place of business is 3000 Executive Parkway, Suite 450, San Ramon, CA 94583.

WITNESSETH

WHEREAS, a Final Map (hereinafter "Map") of Tract 10441 (the "Subdivision") owned by Subdivider and commonly known as "North 40 Phase 1," has been filed with the Town, which Map is incorporated herein by reference;

WHEREAS, the Conditions of Approval of the Subdivision Application (A&S Cond. 163) require the Subdivider to construct and complete certain improvements according to the following plans and specifications ("Improvement Plans" or "Plans"):

- a. Los Gatos North 40 – Phase I Tract 10441 Improvement Plans dated August 24, 2018 by Mackay & Soms
- b. North 40 – Onsite Private Street Lighting Plans dated August 23, 2018 by Giacalone
- c. North 40 Intract/Phase One Landscape Construction Plans dated August 24, 2018 by Van Dorn Abed
- d. Los Gatos North 40 Tract 10441 In tract Rough Grading Plans dated August 14, 2018 by Mackay & Soms
- e. Los Gatos North 40 Phase 1 Offsite Los Gatos Blvd Phase A Improvement Plans dated July 27, 2018 by Mackay & Soms
- f. Los Gatos Blvd & Walker Street Traffic Signal Plan dated August 2018 by Fehr & Peers
- g. Walker Street & Los Gatos Blvd Phase A Signing and Striping Plan dated August 2018 by Fehr & Peers
- h. Los Gatos North 40 Phase 1 Offsite Lark Avenue and Los Gatos Boulevard Improvement Plans dated June 4, 2018 by Mackay & Soms
- i. North 40 Phase 1 Public Street Lighting Plans dated June 2018 by Giacalone
- j. North 40 Offsite Lark Avenue and Los Gatos Blvd Landscaping plans dated June 1, 2018 by Van Dorn Abed
- k. Lark Ave & Los Gatos Blvd Traffic Signal plans dated June 2018 by Fehr & Peers
- l. Lark Ave & Los Gatos Blvd Signing and Striping Plans dated June 2018 by Fehr & Peers

- m. Los Gatos North 40 Offsite Lark Avenue Caltrans Right of Way Improvement Plans dated March 12, 2018 including plans by Mackay & Soms, Finn Design Group, Van Dorn Abed, Fehr & Peers, and Giacalone
- n. Los Gatos North 40 Phase 1 Lark Avenue Bike Lane Improvement Plans dated March 15, 2018 by Mackay & Soms
- o. North 40 Offsite Lark Avenue Landscape Construction Drawings dated June 6, 2018 by Van Dorn Abed
- p. Lark Ave & Oka Road Traffic Signal Plans dated June 2018 by Fehr & Peers
- q. Lark Avenue Signing and Striping Plans dated June 2018 by Fehr & Peers
- r. Los Gatos North 40 Phase 1 Off Site Storm and Sanitary Sewer Improvement Plans dated September 13, 2017

The foregoing improvements are hereinafter referred to as "Required Improvements";

WHEREAS, the Subdivider has prepared, and the Town Engineer has substantially approved, Improvement Plans for the completion of the Required Improvements in connection with the Subdivision. The Plans are on file in the Office of the Town Engineer and are incorporated into this agreement by this reference, along with any changes or modifications as may be required by the Town Engineer or designee due to errors, omissions, or changes in conditions;

WHEREAS, Subdivider recognizes that, by approval of the Map for Subdivision, Town has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots and/or condominiums within the Subdivision. As a result, Town will be damaged to the extent of the cost of installation of these Required Improvements by Subdivider's failure to perform its obligations to commence construction of the Required Improvements by the time established in this agreement. The Town shall be entitled to all remedies available to it pursuant to this agreement and law in the event of default by Subdivider; and

WHEREAS, Subdivider has asked Town to review and approve the Map and accept the dedications therein offered, subject to and on condition that the Subdivider, prior to issuance of a building permit for the Required Improvements, enter into this agreement with the Town, and provide the Town with such security for performance and insurance and all other things as required by this agreement;

NOW, THEREFORE, to insure satisfactory performance by Subdivider of these obligations, and in consideration of the approval of the Map, the parties now agree as follows:

1. PERFORMANCE OF WORK

Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements. The Plans and specification of the Required Improvements may be modified by the Subdivider as the Subdivision progresses, subject to prior written approval of the Town Engineer.

2. **WORK; SATISFACTION OF TOWN ENGINEER**

All the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, shown upon approved Plans and specifications and the Town's Ordinances, Improvement Standards and Specifications, to the satisfaction of the Town Engineer. Work shall be completed within two (2) years from the date of this agreement, subject to extension due to force majeure event under **Section 10(a)**.

3. **INSPECTION BY TOWN**

Subdivider shall at all times provide safe access for inspection by the Town to all parts of the Required Improvements and to all places where the Required Improvements are in preparation.

4. **SURVEY MONUMENTS**

Subdivider shall install all Subdivision monuments required by law prior to recordation of the Notice of Acceptance.

5. **DEDICATION OF EASEMENTS OR RIGHT-OF-WAY**

The Town acknowledges that Subdivider has offered to the Town to dedicate fee title to all streets subject to public access easement (PAE) shown on the Map.

6. **IMPROVEMENT SECURITY**

Concurrently with the execution of this agreement, the Subdivider shall furnish the Town:

- a. **Faithful Performance Security:** Pursuant to California Government Code section 66499.3(a) Subdivider shall, before the release of the Map by the Town for filing for record and as a condition precedent to the recordation of it, furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing performance by Subdivider of all work shown on the Plans and completion within the agreed time. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be \$20,585,000 based on individual bonds as follows:

(1) North 40 Phase 1 Tract 10441 In tract Private Improvements (\$6,655,000) – based on improvement plans (a), (b) and (c) noted on page 1.

(2) North 40 In tract Tract 10441 Rough Grading (\$6,430,000) – based on improvement plans (d) noted on page 1.

(3) North 40 Phase 1 Offsite Los Gatos Blvd Phase A Improvements (\$710,000) – based on improvement plans (e), (f) and (g) noted on page 1.

(4) North 40 Phase 1 Offsite Lark and Los Gatos Blvd Improvements (\$1,938,000) – based on improvement plans (h), (i), (j), (k) and (l) noted on page 1.

(5) North 40 Phase 1 Offsite Lark and Los Gatos Blvd – Pavement Replacement (\$3,262,000)

(6) North 40 Offsite Lark Avenue Improvements within Caltrans Right-of-Way (\$799,000) – based on improvement plans (m) noted on page 1.

(7) North 40 Offsite Lark Avenue Bike Lane Improvements (\$390,000) – based on improvement plans (n), (o), (p) and (q) noted on page 1.

(8) North 40 Offsite Storm and Sanitary Sewer Improvement Plans (\$94,000) – based on improvement plans (r) noted on page 1.

(9) North 40 Offsite Storm and Sanitary Sewer Improvement Plans (\$307,000) - based on improvement plans (r) noted on page 1.

- b. **Payment Security:** Subdivider shall furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing the obligations for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials for the completion of the Required Improvements. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be \$20,585,000 based on the individual bonds described in **Section 6(a)**.
- c. **Guarantee and Warranty Security:** It is further agreed that a “guarantee and warranty security” in the amount of ten (10%) percent of the total estimated cost of the Required Improvements for a period of two (2) years following their completion and acceptance by the Town against any defective work or labor done, or defective materials furnished, by the Subdivider. This limitation on the security does not shorten any time during which the Town may act to enforce the Subdivider’s obligations under the terms of this agreement, nor shorten any time during which Town may bring an action in an appropriate court regarding the subject or performance of this agreement.
- d. **Monument Security:** It is further agreed that a “monument security” in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision within the period of time specified in the Surveyor’s Statement on the approved Final Map. The Monument Bond is included in various other line items within the distributed bonds.
- e. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California.
- f. No change, alteration, or addition to the terms of this agreement or the Plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.
- g. The securities shall be irrevocable, shall not be limited as to time except as to the two (2) year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the Director and as provided in **Section 7-Release of Security**. All securities provided pursuant to this agreement shall expressly obligate the surety for any extension authorized by the Town for Subdivider’s completion of the Required Improvements, whether or not the surety is given notice of such an extension by the Town.

7. RELEASE OF SECURITY

- a. **Guarantee and Warranty Security:** Any unused portion of the guarantee and warranty security shall be released two (2) years after acceptance of the Required Improvements by the Town Council. The amount to be released shall first be reduced by the amount deemed necessary by the Town to correct any defects in the Required Improvements that are known or believed by the Town to exist at the end of the guarantee and warranty period.

- b. **Payment Security:** Security securing the payment to the contractor, his or her subcontractors, and to persons furnishing labor, materials or equipment shall, after acceptance of the work, be reduced to an amount equal to the total timely claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body (with the balance of the Payment Security being released) and, if no such claims have been timely recorded, the security shall be release in full.
- c. **Faithful Performance Security:** The faithful performance security shall be released upon acceptance of the Required Improvements by the Town Council.
- d. **Monument Security:** The monument security may be released upon acceptance of the required monument installation by the Director.

8. HOLD HARMLESS

Subdivider does expressly agree to protect, defend, indemnify and hold harmless (hereinafter, "hold harmless") the Town, its Town Council Members, Boards, Commissions, employees and agents (hereinafter, the "Town"), from any and all loss or damage, and from any and all liability, including cost of defense, for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any or all persons or person (hereinafter, "Claim") because of or resulting from the acts by Subdivider of any and all things required of Subdivider by this agreement, or because of or arising or resulting from the failure or omission by Subdivider to do any and all things necessary to and required by this agreement or by law, or arising or resulting from the negligent acts by Subdivider, Subdivider's agents, employees or subcontractors of any and all things required to be done by this agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said acts or omissions of Subdivider, Subdivider's agents or employees. Subdivider shall not be required to hold harmless (as described above) the Town for Claims caused or arising out of the sole negligence or willful misconduct of the Town.

9. INSURANCE

Subdivider shall furnish to the Town and file with the Town Clerk evidence of, and at all times during the performance of its obligations under this agreement maintain, the insurance described in **Exhibit A**.

10. TIME EXTENSIONS

- a. If performance of this agreement actually should be delayed by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, subcontractor delays, labor shortages, material shortages or delays, Town delays, or for other reasons beyond the control of the Subdivider, the time for the construction of same may be extended by the Town Engineer for such period of time as is reasonable.
- b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the Town in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing.
- c. In the event the Town extends the time of commencement and/or completion of the Required Improvements, such extension shall be granted in writing by the Town to the Subdivider pursuant to this agreement, and/or without relieving or releasing those providing an improvement security pursuant to this agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

- d. In granting any extension of time, the Town may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the incomplete Required Improvements, taking into account all Required Improvements that have been completed.

11. MAINTENANCE OF PUBLIC INFRASTRUCTURE

The Subdivider shall maintain all Required Improvements (streets, sidewalks, right-of-way, street light, storm drainage facility, sanitary sewer, etc.) in a safe and usable condition at all times during construction. Should any Required Improvements become unsafe, unusable or inoperable because of the Subdivider's activities, the Subdivider shall immediately cease all work on the Subdivision until the public infrastructure is made safe and usable, for which the Subdivider shall be solely responsible. Additionally, notwithstanding acceptance by Town, Subdivider shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by Subdivider's omission or deficient performance for one (1) year after acceptance. If the Subdivider fails to act promptly or in accordance with this agreement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the Town may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay the Town the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by Town.

12. DEFAULT BY SUBDIVIDER

- a. Default of Subdivider shall include, but not be limited to:
 - (1) Subdivider's failure to timely commence construction of Required Improvements under this agreement;
 - (2) Subdivider's failure to complete construction of the Required Improvements within the time period provided by this agreement or any extensions thereof;
 - (3) Subdivider's failure to timely cure any defect in the Required Improvements during the two (2) year guaranty and warranty period where such failure continues beyond thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such thirty (30) day period, Subdivider has not commenced to cure within such thirty (30) day period and does not thereafter continue to diligently proceed to cure;
 - (4) Subdivider's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work, for reasons other than force majeure events;
 - (5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
 - (6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
 - (7) Subdivider's failure to perform any other obligation under this agreement within thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such 30-day period, Subdivider has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure.
- b. The Town reserves all remedies available to it at law or in equity for breach of Subdivider's obligations under this agreement. The Town shall have the right, subject to this Section, to

draw upon or use the appropriate security to mitigate the Town's damages in the event of default by Subdivider. The Town's right to draw upon or use the security is in addition to any other remedy available to Town. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the Improvements and, therefore, Town's damages for Subdivider's default shall be measured by the cost of completing the Required Improvements. The Town may use the sums provided by the securities for the completion of the Required Improvements in accordance with the Plans and specifications contained herein. In the event Subdivider fails to cure any default under this agreement within thirty (30) days after the Town mails written notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes Town to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the Town. The Town may take over the work and complete the Required Improvements, by contract or by any other method the Town deems appropriate, at the expense of Subdivider. In such event, the Town, without liability for so doing, may complete the Required Improvements using any of Subdivider's materials, appliances, Plans and other property that are at the work site and that are necessary to complete the Required Improvements.

13. NOTICES

Notices regarding this agreement shall be given as follows and shall be considered effective upon either personal delivery or five (5) days following deposit in the U.S. Mail:

To SUBDIVIDER: SummerHill N40 LLC
3000 Executive Parkway, Suite 450
San Ramon, CA 94583

To TOWN: Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue
Los Gatos, California 95030

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

14. WAIVER

Waiver of a breach of default under this agreement shall not form a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the agreement.

15. SEVERABILITY

If any term of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect.

16. ENTIRE AGREEMENT AND AMENDMENT

This agreement constitutes the complete and exclusive statement of the agreement between the Town and Subdivider. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before, during or after the execution of this agreement, shall affect or modify any of the terms or obligations contained in the agreement. There are no intended third party beneficiaries to this Agreement.

17. PAYMENT OF OUTSTANDING FEES

Prior to acceptance of Required Improvements for permanent maintenance by the Town, Subdivider shall pay all outstanding fees that are due in accordance with this agreement and the Town Code of the Town of Los Gatos.

18. ACTIONS TO ENFORCE

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which they may be entitled.

19. REIMBURSEMENT OF ATTORNEYS FEES

In the event of any third party claim or legal challenge to any action taken by the Town with regard to any procedure or aspect of this agreement, including approval or environmental review process, the Town may choose to defend the claim or action with the prior written approval of the Subdivider, the Subdivider, if it has consented to the defense of the claim or action, agrees to reimburse the Town for attorneys' fees, expert witness fees, and any other costs the Town may incur in connection with its retention of legal counsel, and for any award of court costs and fees against the Town.

20. AGREEMENT BINDS SUCCESSORS

This agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this agreement.

21. MORTGAGE PROTECTION

No breach of this agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Subdivision. No lender taking title to all or any portion of the Subdivision through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Subdivider arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligation of Subdivider, which substitute shall be considered for approval by Town pursuant to this agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of North 40 Phase 1 of which Town has been given notice (each, a "Lender") with written notice of any default relating to the Subdivider and/or North 40 Phase 1 given by Town to Subdivider. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

If a Lender or an affiliate of such Lender succeeds to the interest of Subdivider through foreclosure or deed in-lieu of foreclosure, then the time periods for performance of Subdivider's obligations set forth in this agreement (if any) shall be extended for a period of time reasonable under the circumstances to permit such Lender or such affiliate to perform Subdivider's obligations under this agreement.

TOWN OF LOS GATOS

DATE: 10/4/18

Laurel Prevetti
TOWN MANAGER
Laurel Prevetti

ATTEST:

DATE: 10/4/18

Shelley Neis
CLERK ADMINISTRATOR
Shelley Neis

APPROVED AS TO FORM:

DATE: 10-4-18

Robert Schultz
TOWN ATTORNEY
Robert Schultz

RECOMMENDED BY:

DATE: _____

Matt Morley
DIRECTOR OF PARKS AND PUBLIC WORKS
Matt Morley

SUBDIVIDER

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: Katia Kamangar DATE: 9/27/18
Katia Kamangar
Its: **Executive Vice President**

By: Jason Biggs DATE: 9/27/18
Jason Biggs
Its: **Secretary**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Santa Clara }

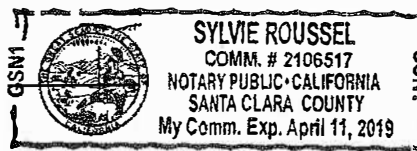
On October 4, 2018 before me, Sylvie Roussel Notary Public,
(Here insert name and title of Notary Public)

personally appeared Laurel Prevett
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

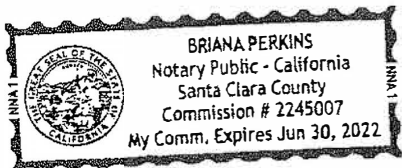
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On September 27 2018 before me, Briana Perkins, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Katta Kamangar and Jason Biggs
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

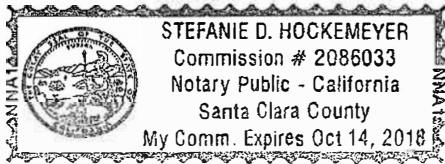
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Clara }

On October 2, 2018 before me, Stefanie D. Hockemeyer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matt Morley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stefanie D. Hockemeyer
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0728666

PREMIUM: \$63,223

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **six million, six hundred and fifty-five thousand (\$6,655,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:


SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szto
Senior Vice President

Its: _____

By: 

Chris Neighbor

Its: COO

SURETY:



INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

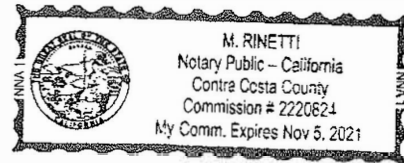
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On Sept. 10, 2018, before me, M. Kinetti, a Notary Public, personally appeared Margie Sato, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Kinetti

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On Sept. 10, 2018, before me, M. Kinetti, a Notary Public, personally appeared Chris Naikbiv, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Kinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0728666
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **six million, six hundred and fifty-five thousand (\$6,655,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

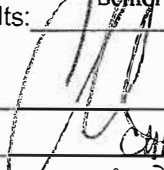
In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

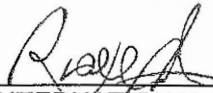
SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Mariorie L. Szto
Senior Vice President

Its: 
Chris Nertlen
COO

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]
Wal nuCreek, CA 94597
[City, State, ZIP]

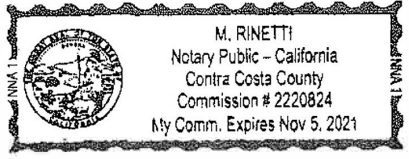
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Mastore S270, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0728666

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.**

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00436/MOC Insurance Services.

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748728

PREMIUM: \$61,085

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **six million, four hundred and thirty thousand (\$6,430,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

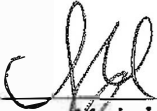
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szio
Senior Vice President

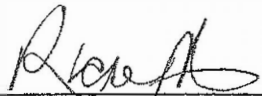
Its: _____

By: 

Chris Neighbor

Its: COO

SURETY:



**INTERNATIONAL FIDELITY INDEMNITY
COMPANY**

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820

[Address]

Walnut Creek, CA 94597

[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On Sept. 10, 2012, before me, M. Rinetti, a Notary Public, personally appeared Marcus Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

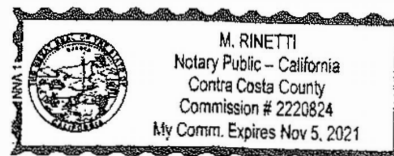
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State of California
County of Contra Costa }

On Sept. 10, 2012, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748728
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **six million, four hundred and thirty thousand (\$6,430,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

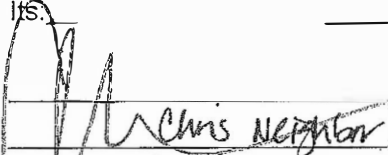
In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

By: 
Chris Neighton
Its: COO

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

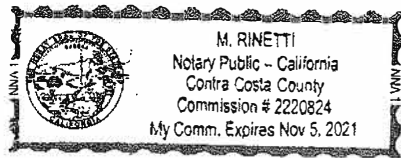
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State of California
County of Contra Costa }

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Maurice Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

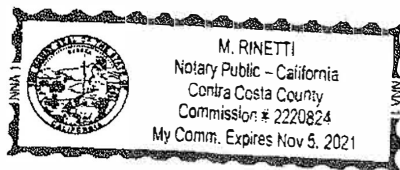
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State of California
County of Contra Costa }

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbors, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748728

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

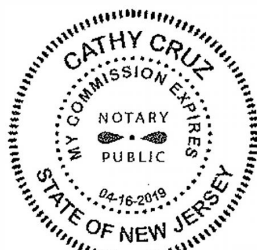
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Dara Touch* (Seal)



FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748729
PREMIUM: \$6,745

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **seven hundred and ten thousand (\$710,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

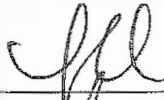
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Its: Marjorie L. Szto
Senior Vice President

By: 

Its: Chris Neighbor
CEO

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Masjore Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



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State of California
County of Contra Costa }

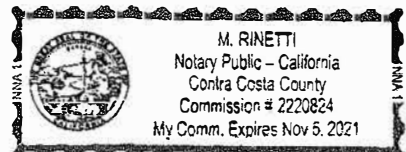
On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



LABOR AND MATERIALS BOND

BOND NUMBER: 0748729
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **seven hundred and ten thousand (\$710,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

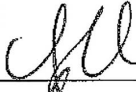
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

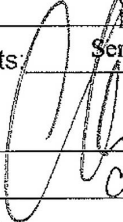
In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
 Its: Senior Vice President

By: 
Chris Neighbor
 Its: COO

SURETY:


 INTERNATIONAL FIDELITY INDEMNITY
 COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd., #820
 [Address]

Walnut Creek, CA 94597
 [City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2017, before me, M. Rinetti, a Notary Public, personally appeared Margarita Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rinetti



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State of California)
County of Contra Costa)

On Sept. 10, 2017, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rinetti



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748729

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.**

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

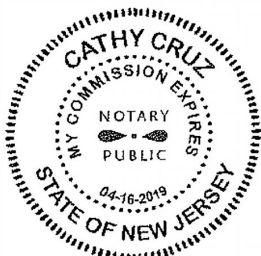
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

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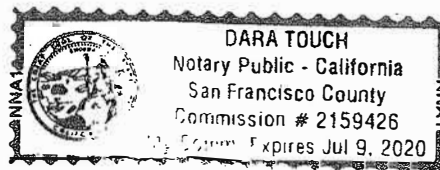
State of California
County of San Francisco)

On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dara Touch* (Seal)

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748730
PREMIUM: \$18,411

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **one million, nine hundred and thirty-eight thousand (\$1,938,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

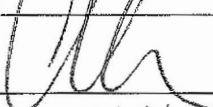
In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
 Its: Senior Vice President

By: 
Chris Neighbor
 Its: COO

SURETY:


 INTERNATIONAL FIDELITY INDEMNITY
 COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd. #820
 [Address]
Walnut Creek, CA 94597
 [City, State, ZIP]

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State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marijorie S. D., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

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State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Nachbar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748730
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **one million, nine hundred and thirty-eight thousand (\$1,938,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

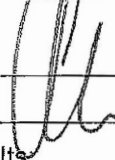
SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szto
Senior Vice President

Its: _____

By: 

Chris Neighbor
COO

Its: _____

SURETY:



INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820

[Address]

Walnut Creek, CA 94597

[City, State, ZIP]

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State of California)
County of Contra Costa)

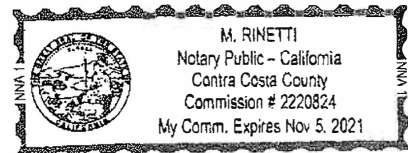
On Sept 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Margoric Seto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

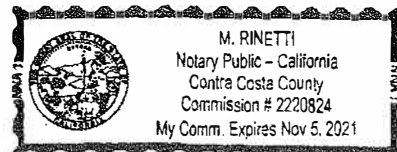
On Sept 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neishow, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748730

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.**

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

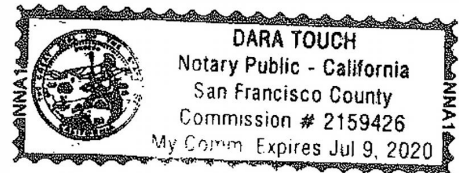
On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Dara Touch* (Seal)



FAITHFUL PERFORMANCE BOND

**BOND NUMBER: 0748731
PREMIUM: \$30,989**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **three million, two hundred and sixty-two thousand (\$3,262,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

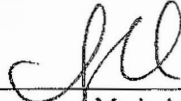
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

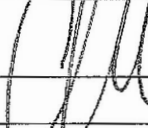
SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szto
Senior Vice President

Its: _____

By: 

Chris Neighbor

Its: COO

SURETY:



INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820

[Address]

Walnut Creek, CA 94597

[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

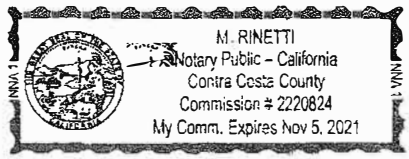
State of California
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Margorie Seta, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rinetti



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

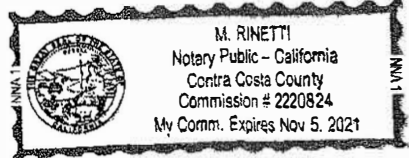
State of California
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rinetti



LABOR AND MATERIALS BOND

BOND NUMBER: 0748731
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **three million, two hundred and sixty-two thousand (\$3,262,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

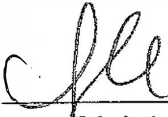
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

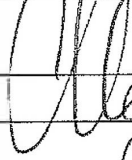
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

Its: _____

By: 
Chris Neighbor
COD

Its: _____

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On Sept. 10, 2017, before me, M. Rinetti, a Notary Public, personally appeared Martine 52nd, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

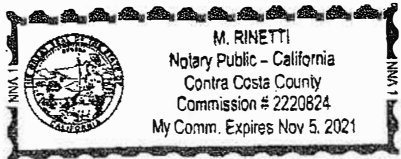
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State of California
County of Contra Costa }

On Sept. 10, 2017, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748731

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

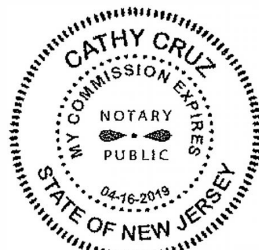
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

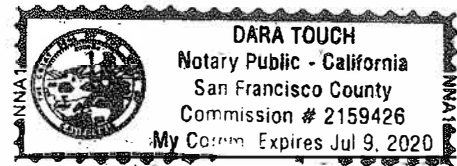
On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748732

PREMIUM: \$7,591

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **seven hundred and ninety-nine thousand (\$799,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

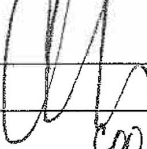
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

Its: _____

By: 
Chris Neighan
COO

Its: _____

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

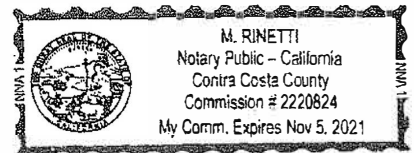
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept 10, 2018, before me, M. Kineth, a Notary Public, personally appeared Mertoria Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rineti

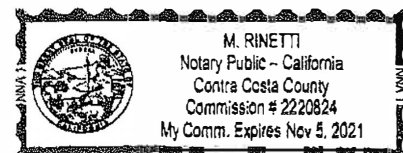
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State of California)
County of Contra Costa)

On Sept 10, 2018, before me, M. Rineti, a Notary Public, personally appeared Chris Rushbar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rineti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748732
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **seven hundred and ninety-nine thousand (\$799,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

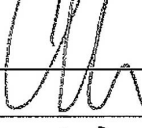
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

Its: _____

By: 
Chris Neighbor

Its: COO

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rinetti



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

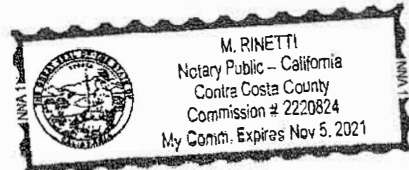
State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Chris Reickler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Rinetti



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748732

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.**

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

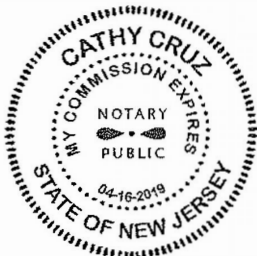
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

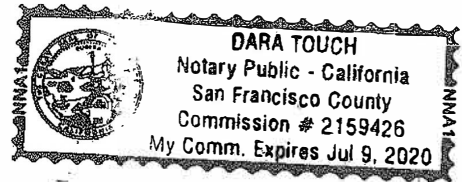
On September 07, 2018 before me, Dara Touch, Notary Public
(Insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748733
PREMIUM: \$3,705

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **three hundred and ninety thousand (\$390,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

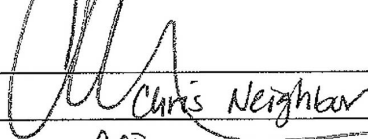
SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szto
Senior Vice President

Its: _____

By: 

Chris Neighbor

Its: COD

SURETY:



INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820

[Address]

Walnut Creek, CA 94597

[City, State, ZIP]

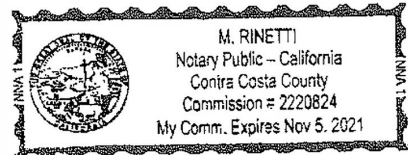
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Kinetti, a Notary Public, personally appeared Margarite Szto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Kinetti

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Kinetti, a Notary Public, personally appeared Chris Reichow, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Kinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748733
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **three hundred and ninety thousand (\$390,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:


SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szio
Senior Vice President

Its: _____

By: 

Chris Neighbor

Its: **COO**

SURETY:



INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820

[Address]

Walnut Creek, CA 94597

[City, State, ZIP]

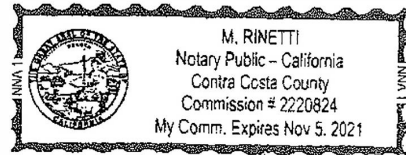
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Margoric Seto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748733

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



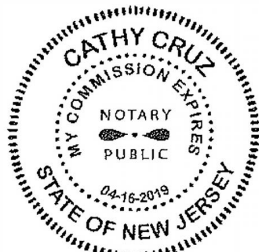
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Dara Touch* (Seal)



FAITHFUL PERFORMANCE BOND

**BOND NUMBER: 0748734
PREMIUM: \$893**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **ninety-four thousand (\$94,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

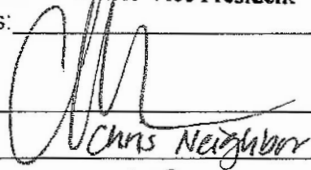
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 

Marjorie L. Szto
Senior Vice President

Its: 

Chris Neighbor
Its: COO

SURETY:



INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd., #820

[Address]
Walnut Creek, CA 94597

[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2017, before me, M. Rinetti, a Notary Public, personally appeared Margaret Szto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

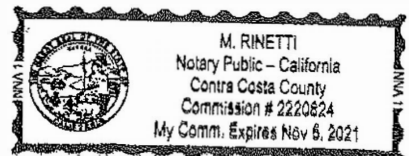
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2017, before me, M. Rinetti, a Notary Public, personally appeared Chris Reighan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748734
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **ninety-four thousand (\$94,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

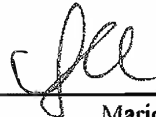
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

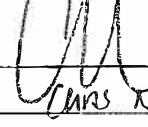
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

Its: _____

By: 
Chris Metzger

Its: COO

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger
Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

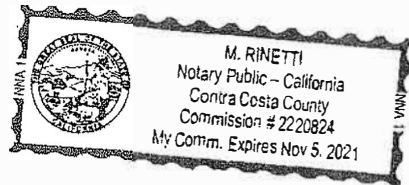
On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared MARJORIE SOTO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

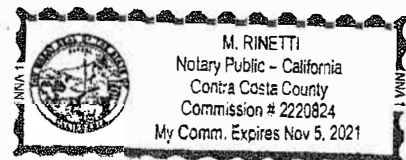
On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Chris Reishor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748734

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.**

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On September 07, 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dara Touch* (Seal)

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748735
PREMIUM: \$2,917

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **three hundred and seven thousand (\$307,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

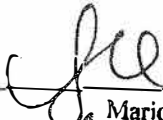
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

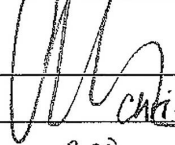
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

Its: _____

By: 
Chris Neigulov

Its: COO

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd. #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Margorie Suto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



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State of California)
County of Contra Costa)

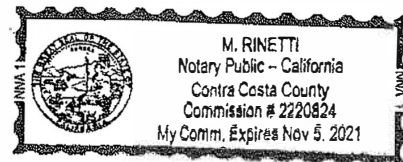
On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Rinetti



LABOR AND MATERIALS BOND

BOND NUMBER: 0748735
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **three hundred and seven thousand (\$307,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.


The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

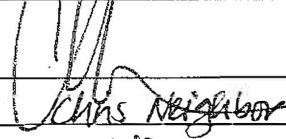
PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: 
Marjorie L. Szto
Senior Vice President

Its: _____

By: 
Chris Neighbor

Its: CA

SURETY:


INTERNATIONAL FIDELITY INDEMNITY
COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

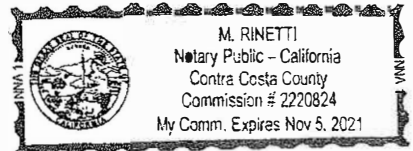
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On Sept. 10, 2018, before me, M. Kinetti, a Notary Public, personally appeared MARJORIE SOTO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Kinetti

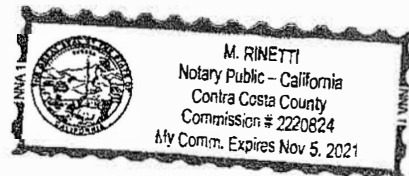
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State of California
County of Contra Costa)

On Sept. 10, 2018, before me, M. Kinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature M. Kinetti

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0748735

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE
PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

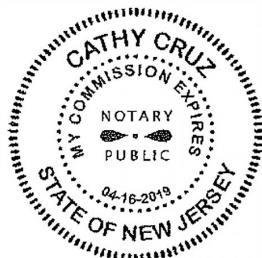
George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On September 07, 2018 before me, Dara Touch, Notary Public
(Insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Dara Touch* (Seal)

