

ACCEPTED **RISK MANAGEMENT** CITY ADMINISTRATIVE OFFICE

City of Los Angeles DEPARTMENT OF PUBLIC WORKS SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

THIS AGREEMENT AND CONTRACT, made and entered into, by and between the CITY OF LOS ANGELES, hereinafter designated as the CITY; and MAK ENTERPRISES, LLC

hereinafter designated as SUBDIVIDER; WITNESSETH:

ONE: For, and in consideration of the approval of the final map of that certain division of land known

5002 - 5004 CAHUENGA BLVD - CAHUENGA BLVD & ADDISON ST (NE CORNER) - (PM 2017-4899)

and for acceptance of the dedication therein by the CITY, the SUBDIVIDER hereby agrees, at his own costs and expense, to construct and install all public improvements required in and adjoining and covered by the final map which are shown on plans, profiles and specifications, previously supplied to the City Engineer; and to furnish all equipment, labor and materials necessary to construct, install and complete the required improvements in a good and workmanlike manner. The estimated cost for completion of the above-mentioned work and improvement is the sum of EIGHTY ONE THOUSAND AND NO/100 Dollars (\$81,000.00).

TWO: It is agreed that the SUBDIVIDER has furnished to the City Engineer all necessary final plans, profiles and standard specifications for the required public improvements; or, that in lieu of such final plans, profiles and specifications, the City Engineer has been furnished preliminary plans that are of sufficient detail so as to be approved by the City Engineer for use in the preparation of the estimated cost of the required improvements. In consideration of the acceptance of such preliminary plans by the City Engineer, the SUBDIVIDER hereby agrees to furnish all necessary final plans, profiles and specifications in a form that will be sufficient to be processed and approved by the City Engineer not later than six (6) months from the date the final map of said subdivision of land is filed for record with the County Recorder, County of Los Angeles, State of California.

THREE: The SUBDIVIDER agrees to perform all of the above-mentioned work under permit or permits to be issued by the Board of Public Works, hereinafter designated as the BOARD. All work shall be performed in accordance with the standards and specifications of the BOARD, as amended, and to the approval of the City Engineer. The SUBDIVIDER further agrees to pay for such inspection of work and improvements as may be required by the BOARD, and the performance of the work shall be further conditioned upon due compliance with all of the provisions of Article 7 of Chapter 1. and Sections 62.105 through 62.117, inclusive, of the Los Angeles Municipal Code, as amended.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

FOUR: In the event said work is required to be performed under Class "B" Permit as defined in Section 62.106 of the Municipal Code, the SUBDIVIDER hereby agrees to obtain said permit from the City Engineer, including payment of all necessary fees as required under the provisions of Sections 62.110 and 62.111 of said Code, prior to certification of the final map by the City Engineer.

FIVE: If the planting of street trees is required under the conditions of approval established by the Advisory Agency, the SUBDIVIDER shall install all required trees and shall pay all maintenance fees for each tree required to be planted by the SUBDIVIDER, in accordance with the maintenance fee schedule set forth in Section 62.176 of the Municipal Code. Said fees shall be paid to the Bureau of Engineering of the DEPARTMENT OF PUBLIC WORKS and shall be included in the permit fee deposit for the permit type determined by the Bureau of Engieering.

SIX: The SUBDIVIDER agrees to perform any changes or alterations required by the CITY in the construction and installation of the required improvements, provided that all such changes or alterations do not exceed ten (10) percent of the original estimated cost of such improvements; and the SUBDIVIDER further agrees; to install such devices for the abatement of erosion or flood hazard as may be required under the provisions of Section 61.02 of the Municipal Code; the costs of each of the above to be borne by the SUBDIVIDER.

SEVEN: The SUBDIVIDER expressly agrees to perform the above-mentioned work in a diligent and workmanlike manner so as to complete the construction and installation of all required public improvements on or before twenty-four (24) months from the date the final map is filed for record with the County Recorder, County of Los Angeles, State of California; or within any lawful extension of said term, or as otherwise provided by law. The SUBDIVIDER acknowledges that in the event any extension of term is granted, the City Engineer may impose additional conditions in accordance with Section 17.08G-3 of the Municipal Code.

EIGHT: The SUBDIVIDER agrees to warrant all work performed against any defective workmanship, or labor done, or defective materials furnished in the performance of the work required by this contract. The term of this warranty shall expire one year from the date of acceptance of the completed improvements by the City Engineer, all as required under Chapter 5 of Division 2 of Title 7 of the State of California Government Code, known as the "Subdivision Map Act," and as amended. The estimated amount sufficient for warranty is the sum of NONE.

NINE: The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring from or to the works specified in this contract prior to the completion and acceptance of the same by the City Engineer; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in the performance of said work; but all of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to protect, defend and hold harmless the CITY and its officers and employees from all loss, liability or claim because of, or arising out of, the acts or omissions of the SUBDIVIDER, or his agents and employees, in the performance of this contract, or arising out of the use of any patent or patented article in the construction of said work.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

TEN: It is agreed that the SUBDIVIDER has filed or deposited with the CITY a good and sufficient IMPROVEMENT SECURITY in accordance with the provisions of Section 17.08G of the Municipal Code of the CITY, in an amount equal to or greater than the estimated cost of construction and installation of the required improvements and an amount sufficient to act as warranty for said improvements as defined in Article Eight hereof, together with reasonable attorney's fees which may be incurred by the CITY in enforcing the terms and conditions of this contract. IN ADDITION TO the Improvement Security, it is further agreed that the SUBDIVIDER has filed or deposited a good and sufficient PAYMENT SECURITY for labor and materials in an amount not less than fifty (50) percent of the amount of the Improvement Security, 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. If the sureties or security on either said Improvement Security or Payment Security, or both, in the opinion of the CITY become insufficient, in any respect, the SUBDIVIDER hereby agrees to furnish sufficient additional security within ten (10) days after receiving notice from the CITY that said extant securities are insufficient.

ELEVEN: It is further understood and agreed, that in the event it is deemed necessary to extend the time for the performance of the work contemplated to be done under this contract, such extensions of time may be granted by the City Engineer or by the BOARD, or both, either at their own option or upon request of the SUBDIVIDER, and such extensions shall in no way affect the validity of this contract, the Subdivision Cash or Negotiable Security Improvement and Warranty Performance Agreement executed in connection herewith or release the Surety on any Surety Bond or Bonds. Such extensions of time may be conditioned upon a construction schedule to be specified by the City Engineer, and/or a revision of the Improvement Security based on revised estimated improvement costs, and/or revision of the plans, profiles and specifications used for the construction and installation of the required improvements to comply with the standards and specifications of the BOARD in effect at the time such extension of time is granted.

TWELVE: The SUBDIVIDER further agrees to maintain the aforesaid Improvement and Payment Security in full force and effect, during the term of this contract, including any extensions of time as may be granted thereto.

THIRTEEN: If the SUBDIVIDER neglects, refuses or fails to prosecute the required work with such diligence as to insure its completion within the time specified herein, or within such extension of said time as may have been granted by the City Engineer or by the BOARD, or both, or if the SUBDIVIDER neglects, refuses or fails to perform satisfactorily any of the provisions of the improvement construction permit, plans and profiles, or specifications, or any other act required under this agreement and contract, the BOARD may declare this agreement and contract in default.

Immediately upon a declaration of default, the Subdivider and Surety shall be liable to City for the cost of construction and installation of the public improvements and for costs and reasonable expense and fees, including reasonable attorneys' fees incurred in enforcing this Agreement and Contract.

A notice of default shall be mailed to the SUBDIVIDER and any Surety and the Board shall cause a demand to be made for payment of any negotiable securities held as Improvement Securities in connection with this Agreement and Contract.

Continuation Sheet For:

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

In the event of such default, the SUBDIVIDER hereby grants to the CITY and/or the Surety upon any Surety Bond, the irrevocable permission to enter upon the lands of the subject division of land for the purpose of completing the required improvements. The CITY reserves the right if it elects to do the work to exclude the SUBDIVIDER from the site in order to complete the required work either by CITY forces or by separate contract.

SUBDIVIDER on	August 18th	, 20 <u>20</u>	
MAK ENTERPRISES	, LLC		
~20mlbu	way		

IN WITNESS WHEREOF, this instrument has been duly executed by the above named

SEE INSTRUCTIONS FOR SIGNATURES AND ACKNOWLEDGMENTS ON "NOTICE TO CLASS B PERMIT AND BOND APPLICANTS" (FORM ENG. 3.693-REVISED)

District Design Office: VALLEY

Council District No.: 04

Date Issued: 06/17/2020

Location: 5002 - 5004 CAHUENGA BLVD - CAHUENGA BLVD & ADDISON ST (NE CORNER)

(PM 2017-4899)

CIVIL CODE § 1189

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California)	
County of Los Angeles	
On August 18th, 2020 before me, Ang	rel Nunez Notary Public
Date Delore me,	Here Insert Name and Title of the Officer
personally appeared Mohd Hurani	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowle	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ted, 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.
ANGEL NUNEZ	(b) (1)
	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this i	rional information can deter alteration of the document or form to an unintended document.
Description of Attached Document	
	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
Signer's Name: Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

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APPROVED FOR THE CITY ENGINEE: 3Y

DEPARTMENT OF PUBLIC WORKS Office of the City Engineer

024242423

SURETY'S BOND NO.

Premium Based on Final Contract Amount

VALLEY

District/Division Design Office Council District No. 04 Date Issued: 06/17/2020

CA0200284S CAO-RISK MANAGEMENT NO. 08/25/2020

SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MAK ENTERPRISES, LLC

The Ohio Casualty Insurance Company as PRINCIPAL and a corporation incorporated under the laws of the State of New Hampshire and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of FORTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$40,500.00) . , lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered or is about to enter into a contract with the CITY, pursuant to the authority of an act of the Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said contract, and WHEREAS, pursuant to said Code, the PRINCIPAL must give this PAYMENT BOND as a condition to the execution of said contract, and for approval by the CITY of that certain division of land known as:

5002 - 5004 CAHUENGA BLVD - CAHUENGA BLVD & ADDISON ST (NE CORNER) - (PM 2017-4899)

NOW, THEREFORE, if said PRINCIPAL fails to pay the Contractor or his Subcontractors, or fails to pay persons renting equipment or furnishing labor or materials of any kind for the performance of said contract, or fails to pay amounts due under the Unemployment Insurance Act with respect to such work or labor, then said SURETY will pay the same in an amount not exceeding the amount hereinabove 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 CITY 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.

Five 1808C (Rev. 09-94) Bond Ref. No. 19136

Page 1 of 2

Continuation Sheet For: SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

IT IS EXPRESSLY STIPULATED AND AGREED that this bond shall insure 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 to 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 contract, or to the work to be performed thereunder, or to plans and specifications for the work to be performed, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation hereunder and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has be PRINCIPAL and SURETY onAugust 12th	en duly executed by the above named, 20 <u>20</u> .
Principal Signatories MAK ENTERPRISES, LLC	Principal Signatories
Mondowning	
fres. Lenh	
mohl Huvani	
SURETY: The Ohio Casualty Insurance Company	
By: Dita Wanish	Peter Micciche (Attorney-in-Fact)
Suretv's Address: 175 Berkeley Street Boston, MA 02	2116



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201994-024102

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire,	that
Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organ	zed
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Peter	
Micciche: Angel Nunez: Patricia Zenizo	

all of the city of	Glendale	state of	California		more than one named, its tru		
execute, seal, ackno	wledge and deliver, for and	on its behalf as s	urety and as its act and	deed, any and all undertakings	i, bonds, recognizances and i	other surety obligations,	in pursuance
of these presents an	nd shall be as binding upon	the Companies	as if they have been di	ly signed by the president and	d attested by the secretary of	of the Companies in thei	r own proper
persons.							

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27 day of , 2019 August

INSI





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

call EST on any business day 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. Attorney (4:30 pm |

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public oper Menon Twp., Montgomery Co. My Commission Expires March 28, 2021 Member Pennsylvania Association of Notarie

this Power of 9:00 am and This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

the validity of t 8240 between Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such confirm 10-832instruments shall be as binding as if signed by the President and attasted to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings,

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

i, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this







Renea C. Hewellyn, Assistant Secretary

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 Los Angeles			
ALIC TO DOOD	al Nivean Naton Dublic		
On Date before me, Ange	el Nunez, Notary Public Here Insert Name and Title of the Officer		
	here insert Name and Title of the Officer		
personally appeared Peter Micciche	Name(s) of Signer(s)		
	Transity of Orginality		
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are adged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s), ed, executed the instrument.		
O	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
V	VITNESS my hand and/official seal.		
ANGEL MUNICIPALITY	Signature of Notary Public		
Place Notary Seal Above			
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			
	Document Date:		
Number of Pages: Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name: Corporate Officer — Title(s):	Signer's Name: Corporate Officer — Title(s):		
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General		
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator		
Other:Signer Is Representing:	Other:		
Signal is naplesenting.	Signer Is Representing:		

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CIVIL CODE § 1189

A notary public or other officer completing this certificate is attached, and no	ficate verifies only the identity of the individual who signed the t the truthfulness, accuracy, or validity of that document.
State of California)
County ofLos Angeles)
On August 12th, 2020 before me. A	ngel Nunez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Mohd Hurani	
	Name(s) of Signer(s)
subscribed to the within instrument and ackno	ry evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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.
	Mark
ANGEL NUNEZ Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL is information can deter alteration of the document or its form to an unintended document.
Description of Attached Document	
itle or Type of Document:	Document Date:
lumber of Pages: Signer(s) Other Th	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s):
	eraner — erenned eranera
	☐ Individual ☐ Attorney in Fact
☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐	☐ Individual☐ Attorney in Fact☐ Guardian or Conservator
Individual Attorney in Fact	☐ Trustee ☐ Guardian or Conservator ☐ Other:

City of Los Angeles DEPARTMENT OF PUBLIC WORKS Office of the City Engineer

VALLEY

District/Division Design Office Council District No. 04 Date Issued: 06/17/2020

APPROVED FOR THE CITY ENGINEES

024242423

SURETY'S BOND NO. Premium: \$1,215.00

Premium Based on Final Contract Amount

CAO ZEEZSUS CAO-RISK MGMT. NO. 08/25/2020

SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MAK ENTERPRISES, LLC

as PRINCIPAL and The Ohio Casualty Insurance Company a corporation incorporated under the laws of the State of New Hampshire and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of EIGHTY ONE THOUSAND AND NO/100 Dollars (\$81,000.00) . , lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered or is about to enter into the annexed agreement with the CITY, pursuant to the authority of an act of the Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto, and pursuant to the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Municipal Code of the CITY, as amended, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said agreement, and is required by the CITY to give this bond in connection with the execution of said agreement as a contract for approval of that certain division of land known as:

5002 - 5004 CAHUENGA BLVD - CAHUENGA BLVD & ADDISON ST (NE CORNER) - (PM 2017-4899)

NOW. THEREFORE, if the above bounden PRINCIPAL, his or its heirs, executors, administrators, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said annexed 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 the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Linu 3 505B (Rev. 09/94) Bond Ref. No. 19136

Page 1 of 2

SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND

AS 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 the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered therefor.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the annexed agreement, or to the work to be performed thereunder, or to the specifications accompanying the work to be performed, shall in anywise 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 said agreement, or to the work, or to the plans and specifications. The provisions of Section 2945 of the Civil Code are not a condition precedent to the Surety's obligation hereunder, and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has been duly executed by the above PRINCIPAL and SURETY on August 12th, 2020	named
Principal Signatories MAK ENTERPRISES, LLC	
Mohd Hurani	
SURETY: The Ohio Casualty Insurance Company By: Peter Micciche	e.(Attomey-in-Fact
Surety's Address: 175 Berkeley Street Boston, MA 02116	

Page 2 of 2



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201994-024102

any business day

Ы

call EST

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that
Liberty Mutual Insurance Company is a comparation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Peter
Micciche: Angel Nunez: Patricia Zenizo

all of the city of	Glendale	state of	California	each individually if there be more than one named, its true and lawful attorney-in-fact to make.
everute seal acknot	wledge and deliver, for and	on its behalf as sur	ety and as its act and d	deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents an	d shall be as binding upo	n the Companies as	if they have been duly	ly signed by the president and attested by the secretary of the Companies in their own proper
persons.				

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27 day of August







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance day of August Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. Attorney 6

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal eresa Pastella, Notary Public Upper Menon Twp., Montgomery County My Commission Expires March 28, 2021 Member Pennsylvania Association of Notaries

this Power of An 9:00 am and 4 This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

alidity of the the validity of 18240 between Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such ifirm 832-4 instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. 1000

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I. Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1244 day of







Renee C. Liewellyn, Assistant Secretary

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California)	
County ofLos Angeles)	
On AUG 12 2020 before me, Ang	gol Nuncz, Noton, Dublio
Date	gel Nunez, Notary Public Here Insert Name and Title of the Officer
	Here Insert Name and True of the Officer
personally appeared Peter Micciche	Name(s) of Signer(s)
subscribed to the within instrument and acknow	·
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than	Document Date:
Capacity(ies) Claimed by Signer(s)	T SIN W T SVE
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California)	
County of Los Angeles	
On August 12th, 2020 before me. And	gel Nunez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Mohd Hurani	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), cted, 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.
ANGEL NUNEZ Notary Public - California	WITNESS my hand-and-official seal.
Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TIONAL information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: Signer(s) Other That	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:



PCM / Bond Control 201 N. Figueroa St, Ste 200 Los Angeles, CA 90012 David Calderon / Samson Wong

Execution of Bond #19136 has been pre-screened by D. Calderon and is ready to be submitted to CAO for review. Permit Case Management/Bond Control has a digital copy of all supporting documents such as an Operating Agreement, Trust Agreement, etc. required to verify representative ability to sign on behalf of respective parties involved.

Please submit *ONLY* originals of the bond document we provided you to execute, along with the necessary power of attorney document and notary acknowledgment forms.

				w.
Secretary of State Articles of Organization	LLC-1	201	710	910335
Limited Liability Company (LLC)				W
. IMPORTANT — Read instructions before completing this form.		FILED Secretary of State		
Filing Fee - \$70.00		State of California Sac		
Copy Fees - First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00		AP	2017	
Note: LLCs may have to pay minimum \$800 tax to the California Francesch year. For more information, go to https://www.ftb.ca.gov.	nchise Tax Board	1CC This Space	a For Off	lica Use Only
1. Limited Liability Company Name (See Instructions – Must con	tain an LLC ending s			
MAK ENTERPRISES, LLC			;	
2. Business Addresses		13	•	
s. Initial Street Address of Designated Office in California - Do not enter a P.O. Box	City (no abbrevieti	•	Simin	Zie Code
2345 232ND STREET	TORRAN		CA	90501
b. Initial Making Address of LLC, If different than item 2s	City (no abbrevisti	ana)	State	Zip Code
INDIVIDUAL Complete Items 3a and 3b only. Must include agent's full a. California Agent's First Name (if agent is not a corporation) MOHD	Niddle Name R	Last Name HURANI		Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 2345 232ND STREET	City (no abbreviatio		CA	20 Code 90501
CORPORATION - Complete Item 3c. Only include the name of the regis	stered agent Corpora	tion.		
c. California Registered Corporate Agent's Name (if agent is a corporation) – Do no	ot complete item 3a or	36		
4. Management (Select only one box)				
The LLC will be managed by: One Manager More than On	e Manager	✓ All LLC N	fember	s)
5. Purpose Statement (Do not alter Purpose Statement)			h a limi	and liability company
The purpose of the limited liability company is to engage in a may be organized under the California Revised Uniform Limite	79		31 8 811	
The Information contained herein, including in any attachm	ents, is true an	d correct.		•
Sphel Brunen		R. HURANI		
	Print yo	ur nama here	*	
ganizer sign here		a	2016 C	ationia Secretary of State M.soc.ca.govibusinessiba
C-1 (REV 06/2015)				



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A Professional Project Planning Practice



PCM / Bond Control
201 N. Figueroa St, Ste 200
Los Angeles, CA 90012
David Calderon / Samson Wong

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Please submit *ONLY* originals of the bond document we provided you to execute, along with the necessary power of attorney document and notary acknowledgment forms.