

**AGREEMENT
FOR
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned KB Home Cal Management Services LLC

whose business address is _____

herein referred to as "Subdivider", has submitted to the City of Lake Elsinore for its approval a Final Map of a subdivision designated as TR 33725 which map was prepared by JLC Engineering & Consulting, and,

WHEREAS, the Subdivider has not completed all of the work, or made all of the improvements required by Title 16, Lake Elsinore Municipal Code or such other ordinances of the City of Lake Elsinore requiring construction of improvements in conjunction with land divisions, subdivisions, and the like, hereinafter collectively referred to as "said ordinance"; and,

WHEREAS, Subdivider desires to enter into an agreement providing for the completion of the work and the making of the improvements and to furnish security for the performance of this agreement in accordance with the provisions of said ordinance;

NOW, THEREFORE, in consideration of the approval of said Final Map by the City, and as a condition of such approval, the Subdivider promises and agrees at his own expense to do all of the work and make all of the improvements required by said ordinance, which work and improvements, without limitation by enumeration, consists of: street improvements, signing, striping & storm drain on ENG-2024-00141

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications, and any subsequent alterations thereto, which alterations in said plans and specifications and the work to be performed may be accomplished without first giving prior notice thereof to the surety; provided, however in the event the estimated cost of any changes or alterations in said work exceeds ten percent (10%) of the original estimated cost of the improvements, then the consent of the surety shall be obtained, and absent such consent, the surety's obligations shall not then exceed the cost of improvements to be constructed under the said originally approved plans prior to said alterations; provided, further, in no event shall such

change result in exonerating the surety's obligations. Such work shall be completed and improvements made within one year from the date of this agreement, unless such time be extended by the City upon written application of the Subdivider. Failure to make such written request shall not preclude the City from extending this agreement. In the absence of written notice by the City to the Developer that the agreement has been terminated, said agreement shall remain in effect. It is understood that by providing security for this agreement, the surety consents in advance to any extension of time as may be given by the City to the Subdivider and waives notices of such extension. The making of an application for an extension of time by the Subdivider shall, upon the granting of the application by the City, constitute a waiver by the Subdivider and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City.

The Subdivider further agrees that any and all grading done or to be done in conjunction with the development in the herein described Final Map shall conform to the requirements of the Lake Elsinore Municipal Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the City of the work and improvements and prior to the release by the City of the surety guaranteeing performance of this agreement, in order that said improvements will not be endangered by improper drainage or other hazards.

The Subdivider promises and agrees to maintain all of the improvements to be constructed under this contract in a state of good repair, until all of the work and improvements are completed and accepted by or on behalf of the City and until the security for the performance of this agreement is released. Said maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, parkways, sewers, and removal of debris from sewers and storm drains; said maintenance shall also include, but not be limited to by this enumerations, sweeping, repairing and maintaining in good and safe condition all streets and street improvements. It shall be the Subdivider's responsibility to initiate this work but if he should fail to do so, he shall promptly perform such maintenance when notified to do so by the City Engineer of the City of Lake Elsinore. Upon failure of the Subdivider to properly maintain, the City may do all necessary work required by this paragraph, the cost thereof being chargeable to the Subdivider and his surety under this agreement. The Subdivider further agrees under this agreement to hold the City and its officers and employees free and harmless from any claims, demand or action for damages, injury or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act or omission in connection with any of the maintenance activities required under this paragraph, existing or occurring or arising out of any act or omission occurring prior to final acceptance by the City of all the work and improvements constructed under this contract.

The Subdivider shall be responsible for maintaining all improvements for a period of one year following completion of the work and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of the contract, and it is further agreed that upon completion and acceptance of the improvements by the City of Lake Elsinore, the liability of the surety for no less than ten percent (10%) of the face amount thereof or \$300.00, whichever is greater, will continue for the purpose of guaranteeing maintenance of the improvements for a period of one year following the completion and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of this contract with the City of Lake Elsinore.

If the Subdivider and the surety fail to install all or any part of the improvements required by this agreement within the time set forth herein, or fail to comply with any other obligation contained herein, they shall be jointly and severally liable to the City for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that upon default of any obligation hereunder, and at any time after any such default, the City may make written demand upon the Subdivider and surety to immediately remedy the default or complete the work. If said remedial activities or completion of work are not commenced within sixty (60) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within one hundred twenty (120) days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgement of the City may be required, all at the full expense and obligation of the Subdivider and surety and all without the necessity of giving any further notice to the Subdivider or surety before the City performs or arranges for performance of any remaining work or improvements, and whether or not the Subdivider or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of remaining work and improvements, the City Engineer, upon such election, may require all work by the Subdivider or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed.

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

The Subdivider shall provide security in the amount of
Three Million Nine Hundred Five Thousand Seven Hundred Eight and One Tenth .Dollars (\$ 3,905,708.10) to guarantee
the performance of this agreement. In addition, the Subdivider shall provide security in the amount of!
Three Million Nine Hundred Five Thousand Seven Hundred Eight and One Tenth Dollars (\$3,905,708.10) to guarantee

payment to any contractors, subcontractors, and persons furnishing labor, materials and equipment to them for the performance of the work herein described. Said security shall be in the form of a surety bonds _____ (corporate surety bonds, cash deposits, etc.)

The Subdivider acknowledges and agrees to City regulations governing signs and advertising structures. Subdivider agrees and consents to removal by the City of all signs erected, placed, or situated in violation of any City ordinance governing size, location, or required permits. Removal shall be at the expense of the Subdivider and Subdivider shall indemnify and hold the City free and harmless from any claim or demand arising out of or incurred as a result of such removal, excepting negligent acts or omissions by the City, its agents or employees. Subdivider agrees that said signs may be erected only pursuant to a permit issued by the City upon payment of necessary fees or deposits.

The Subdivider agrees to provide to the City a Public Liability Insurance Policy, making the City of Lake Elsinore, its officers, agents and employees, additional insured against any injuries or death to any person and property damage. The amount and the insurance company must be approved by the City Engineer.

In addition, the Subdivider shall deposit a copy of the Workmen's Compensation Insurance coverage by an approved insurance company and in an amount satisfactory to the City, and as required by law.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, City Engineer, or any of them, or any of their authorized representatives.

In WITNESS WHEREOF, the Subdivider has caused this agreement to be executed this 8th day of October, 2025.

Attach notary
acknowledgement

SIGNED: _____
(Type Name/Title) Scott Hansen, VP, Forward Planning

FOR: KB Home Cal Management Services LLC
(Name of Company on above line)

CITY OF LAKE ELSINORE

BY: _____
Jason P. Simpson, City Manager
CITY OF LAKE ELSINORE

ATTEST:

Candice Alvarez, City Clerk
CITY OF LAKE ELSINORE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

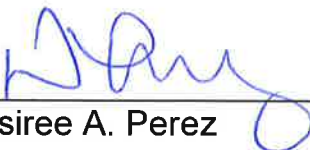
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

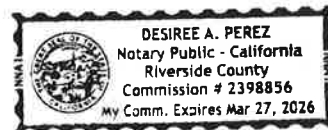
On OCT 08 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their 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.



Desiree A. Perez



(SEAL)

FAITHFUL PERFORMANCE BOND
CITY OF LAKE ELSINORE
(located in the County of Riverside, State of California)

FOR: Streets & Drainage \$ 3,905,708.10 Project No. ENG-2024-00141
Landscaping \$ _____ Bond No. 30258791
Premium \$23,434.00

Surety The Continental Insurance Company Principal KB Home Cal Management Services LLC
Address 151 N. Franklin Street Address 36310 Inland Valley Drive # 300
City Chicago IL City Wildomar, Ca
Zip Code 60606 Zip Code 92595

WHEREAS, The City of Lake Elsinore, a municipal corporation located in the County of Riverside, State of California, and KB Home Cal Management Services LLC (hereinafter designated as "principal") have entered into, or are about to enter into the attached agreement(s) whereby principal agrees to install and complete the above-designated public improvements, relating to City Project Number 24-00141, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal, and The Continental Insurance Company, as surety, are held and firmly bound unto the City of Lake Elsinore, in the penal sum of:
Three Million Nine Hundred Five Thousand Seven Hundred Eight and One Tenth Dollars (\$ 3,905,708.10) 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, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or 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 said 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 of Lake Elsinore, 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.

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

FAITHFUL PERFORMANCE BOND

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 there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City of Lake Elsinore will accept the work and thereupon the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on October 3, 2025.

NAME OF PRINCIPAL: KB Home Cal Management Services LLC

AUTHORIZED SIGNATURE(S):

By _____
Title _____

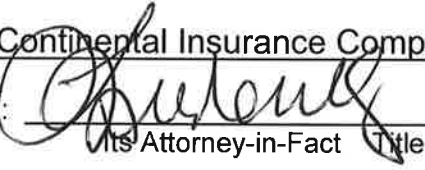
Scott Hansen
Vice President, Forward Planning

By _____
Title _____

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE: _____



Brenda Wong, Attorney-in-Fact

Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGEMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE 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 Riverside }

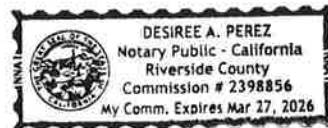
On OCT 08 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their 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.



Desiree A. Perez



(SEAL)

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 Los Angeles)

On 10/3/2025 before me, Marie Claire Trinidad, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Brenda Wong -----
[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.



Marie Claire Trinidad
Signature of Notary Public, Marie Claire Trinidad

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: Brenda Wong

- 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: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Brenda Wong, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30258791

Principal: KB HOME Cal Management Services LLC

Obligee: City of Lake Elsinore

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of March, 2024.



The Continental Insurance Company

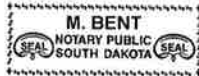
Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of March, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of October, 2025.



The Continental Insurance Company

Paula Kolsrud

Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

MATERIAL AND LABOR BOND
CITY OF LAKE ELSINORE
(located in the County of Riverside, State of California)

FOR: Streets & Drainage \$ 3,905,708.10 Project No. ENG-2024-00141
Landscaping \$ _____ Bond No. 30258791
Premium Included in Performance Bond

Surety The Continental Insurance Company Principal KB Home Cal Management Services LLC
Address 151 N. Franklin Street Address 36310 Inland Valley Drive # 300
City Chicago IL City Wildomar, Ca
Zip Code 60606 Zip Code 92525

WHEREAS, The City of Lake Elsinore, a municipal corporation located in the County of Riverside, State of California, and KB Home Cal Management Services LLC (hereinafter designated as "principal") have entered into, or are about to enter into the attached agreement(s) whereby principal agrees to install and complete the above-designated public improvements, relating to Project Number ENG-2024-00141, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Lake Elsinore to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 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 City of Lake Elsinore and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of Three Million Nine Hundred Five Thousand Seven Hundred Eight and One Tenth (\$ 3,905,708.10) 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 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 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.

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 3 (commencing with Section 9000) of Part 6 of Division 4 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 stipulated and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to the surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on October 3, 2025.


NAME OF PRINCIPAL: KB Home Cal Management Services LLC

AUTHORIZED SIGNATURE(S): 
By: **Scott Hansen**
Title: **Vice President, Forward Planning**

By: _____
Title: _____

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Continental Insurance Company

AUTHORIZED SIGNATURE:  **Brenda Wong, Attorney-in-Fact**
As Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGEMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE 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 Riverside }

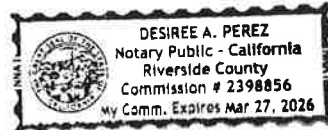
On OCT 08 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ 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.



Desiree A. Perez



(SEAL)

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 Los Angeles)

On 10/3/2025 before me, Marie Claire Trinidad, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Brenda Wong -----,
[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.



Marie Claire Trinidad

Signature of Notary Public, Marie Claire Trinidad

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: Brenda Wong

- 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: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Brenda Wong, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30258791
Principal: KB HOME Cal Management Services LLC
Obligee: City of Lake Elsinore

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of March, 2024.



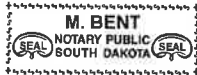
The Continental Insurance Company

Larry Kasten

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of March, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

M. Bent Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of October, 2025.



The Continental Insurance Company

Paula Kolsrud

Paula Kolsrud Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

**AGREEMENT
FOR
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned KB HOME Cal Management Services LLC

whose business address is 36310 Inland Valley Drive #300 Wildomar, Ca 92595

herein referred to as "Subdivider", has submitted to the City of Lake Elsinore for its approval a Final Map of a subdivision designated as TR 33725 which map was prepared by JLC Engineering; and,

WHEREAS, the Subdivider has not completed all of the work, or made all of the improvements required by Title 16, Lake Elsinore Municipal Code or such other ordinances of the City of Lake Elsinore requiring construction of improvements in conjunction with land divisions, subdivisions, and the like, hereinafter collectively referred to as "said ordinance"; and,

WHEREAS, Subdivider desires to enter into an agreement providing for the completion of the work and the making of the improvements and to furnish security for the performance of this agreement in accordance with the provisions of said ordinance;

NOW, THEREFORE, in consideration of the approval of said Final Map by the City, and as a condition of such approval, the Subdivider promises and agrees at his own expense to do all of the work and make all of the improvements required by said ordinance, which work and improvements, without limitation by enumeration, consists of: TR 33725 Tuscany Crest Monumentation

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications, and any subsequent alterations thereto, which alterations in said plans and specifications and the work to be performed may be accomplished without first giving prior notice thereof to the surety; provided, however in the event the estimated cost of any changes or alterations in said work exceeds ten percent (10%) of the original estimated cost of the improvements, then the consent of the surety shall be obtained, and absent such consent, the surety's obligations shall not then exceed the cost of improvements to be constructed under the said originally approved plans prior to said alterations; provided, further, in no event shall such

change result in exonerating the surety's obligations. Such work shall be completed and improvements made within one year from the date of this agreement, unless such time be extended by the City upon written application of the Subdivider. Failure to make such written request shall not preclude the City from extending this agreement. In the absence of written notice by the City to the Developer that the agreement has been terminated, said agreement shall remain in effect. It is understood that by providing security for this agreement, the surety consents in advance to any extension of time as may be given by the City to the Subdivider and waives notices of such extension. The making of an application for an extension of time by the Subdivider shall, upon the granting of the application by the City, constitute a waiver by the Subdivider and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City.

The Subdivider further agrees that any and all grading done or to be done in conjunction with the development in the herein described Final Map shall conform to the requirements of the Lake Elsinore Municipal Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the City of the work and improvements and prior to the release by the City of the surety guaranteeing performance of this agreement, in order that said improvements will not be endangered by improper drainage or other hazards.

The Subdivider promises and agrees to maintain all of the improvements to be constructed under this contract in a state of good repair, until all of the work and improvements are completed and accepted by or on behalf of the City and until the security for the performance of this agreement is released. Said maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, parkways, sewers, and removal of debris from sewers and storm drains; said maintenance shall also include, but not be limited to by this enumerations, sweeping, repairing and maintaining in good and safe condition all streets and street improvements. It shall be the Subdivider's responsibility to initiate this work but if he should fail to do so, he shall promptly perform such maintenance when notified to do so by the City Engineer of the City of Lake Elsinore. Upon failure of the Subdivider to properly maintain, the City may do all necessary work required by this paragraph, the cost thereof being chargeable to the Subdivider and his surety under this agreement. The Subdivider further agrees under this agreement to hold the City and its officers and employees free and harmless from any claims, demand or action for damages, injury or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act or omission in connection with any of the maintenance activities required under this paragraph, existing or occurring or arising out of any act or omission occurring prior to final acceptance by the City of all the work and improvements constructed under this contract.

The Subdivider shall be responsible for maintaining all improvements for a period of one year following completion of the work and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of the contract, and it is further agreed that upon completion and acceptance of the improvements by the City of Lake Elsinore, the liability of the surety for no less than ten percent (10%) of the face amount thereof or \$300.00, whichever is greater, will continue for the purpose of guaranteeing maintenance of the improvements for a period of one year following the completion and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of this contract with the City of Lake Elsinore.

If the Subdivider and the surety fail to install all or any part of the improvements required by this agreement within the time set forth herein, or fail to comply with any other obligation contained herein, they shall be jointly and severally liable to the City for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that upon default of any obligation hereunder, and at any time after any such default, the City may make written demand upon the Subdivider and surety to immediately remedy the default or complete the work. If said remedial activities or completion of work are not commenced within sixty (60) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within one hundred twenty (120) days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgement of the City may be required, all at the full expense and obligation of the Subdivider and surety and all without the necessity of giving any further notice to the Subdivider or surety before the City performs or arranges for performance of any remaining work or improvements, and whether or not the Subdivider or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of remaining work and improvements, the City Engineer, upon such election, may require all work by the Subdivider or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed.

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

The Subdivider shall provide security in the amount of:

Two Hundred Eighty-One Thousand One Hundred Twenty-Four Dollars (**\$ 281,124**) to guarantee

payment to any contractors, subcontractors, and persons furnishing labor, materials and equipment to them for the performance of the work herein described. Said security shall be in the form of a surety bonds (corporate surety bonds, cash deposits, etc.)

The Subdivider acknowledges and agrees to City regulations governing signs and advertising structures. Subdivider agrees and consents to removal by the City of all signs erected, placed, or situated in violation of any City ordinance governing size, location, or required permits. Removal shall be at the expense of the Subdivider and Subdivider shall indemnify and hold the City free and harmless from any claim or demand arising out of or incurred as a result of such removal, excepting negligent acts or omissions by the City, its agents or employees. Subdivider agrees that said signs may be erected only pursuant to a permit issued by the City upon payment of necessary fees or deposits.

The Subdivider agrees to provide to the City a Public Liability Insurance Policy, making the City of Lake Elsinore, its officers, agents and employees, additional insured against any injuries or death to any person and property damage. The amount and the insurance company must be approved by the City Engineer.

In addition, the Subdivider shall deposit a copy of the Workmen's Compensation Insurance coverage by an approved insurance company and in an amount satisfactory to the City, and as required by law.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, City Engineer, or any of them, or any of their authorized representatives.

In WITNESS WHEREOF, the Subdivider has caused this agreement to be executed this 26th day of March, 2026.

SIGNED: _____
(Type Name/Title) Scott Hansen/ VP Forward Planning

FOR: KB HOME Cal Management Services LLC
(Name of Company on above line)

CITY OF LAKE ELSINORE

BY: _____
Jason Simpson, City Manager
CITY OF LAKE ELSINORE

ATTEST:

Candice Alvarez, City Clerk
CITY OF LAKE ELSINORE

CALIFORNIA ALL-PURPOSE 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.

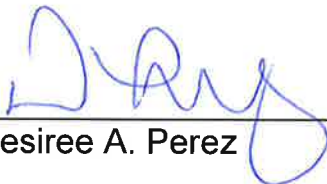
State of California }

County of Riverside }

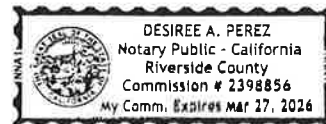
On MAR 26 2026, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ 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.



Desiree A. Perez



(SEAL)

FAITHFUL PERFORMANCE BOND
CITY OF LAKE ELSINORE
(located in the County of Riverside, State of California)

FOR: Streets & Drainage	\$ _____	Project No.	<u>FM-2024-0003</u>
Landscaping	\$ _____	Bond No.	<u>3003932</u>
Monumentation	\$ <u>281,124.00</u>	Premium	<u>\$1,687.00</u>

Surety <u>Harco National Insurance Company</u>	Principal <u>KB Home Cal Management Services LLC</u>
Address <u>4200 Six Forks Road, Suite 1400</u>	Address <u>36310 Inland Valley Drive #300</u>
City <u>Raleigh, NC</u>	City <u>Wildomar, CA</u>
Zip Code <u>27609</u>	Zip Code <u>92595</u>

WHEREAS, The City of Lake Elsinore, a municipal corporation located in the County of Riverside, State of California, and KB Home Cal Management Services LLC (hereinafter designated as "principal") have entered into, or are about to enter into the attached agreement(s) whereby principal agrees to install and complete the above-designated public improvements, relating to City Project Number TR 33725, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal, and Harco National Insurance Company, as surety, are held and firmly bound unto the City of Lake Elsinore, in the penal sum of: **Two Hundred Eighty-one Thousand One Hundred Twenty-four and 00/100 Dollars (\$281,124.00)** 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, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or 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 said 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 of Lake Elsinore, 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.

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

FAITHFUL PERFORMANCE BOND

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 there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City of Lake Elsinore will accept the work and thereupon the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on March 24, 2026.

NAME OF PRINCIPAL: KB Home Cal Management Services LLC

AUTHORIZED SIGNATURE(S):

By Scott Hansen
Title Vice President, Forward Planning

By _____
Title _____

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Harco National Insurance Company

AUTHORIZED SIGNATURE: [Signature]
Its Attorney-in-Fact Title My Hua, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGEMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE 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 Riverside }

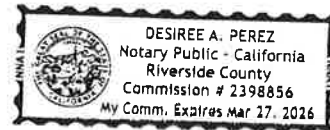
On MAR 26 2026, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Desiree A. Perez



(SEAL)

CALIFORNIA ALL-PURPOSE 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 Orange)

On MAR 24 2026 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[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.

Kathy R. Mair
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: My Hua

- 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: _____

POWER OF ATTORNEY

Bond # 3003932

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MY HUA, KATHY R. MAIR, MECHELLE LARKIN

Irvine, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025



STATE OF NEW JERSEY
County of Essex

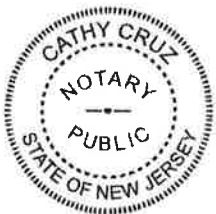
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2025, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 office 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, March 24, 2026

Irene Martins, Assistant Secretary