

CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
Office of the City Engineer

100268966

SURETY BOND NO.

CAO150149

CAO Risk Mgmt No.

APPROVED FOR THE  
CITY ENGINEER BY

Susan Swamy  
BOND CONTROL

CENTRAL

District/Division Design Office  
Council District No. 14  
Permit No. BR003630  
Date Prepared: 10/22/2018

DATE APPROVED

OCT 31 2018

GENERAL BOND RIDER

WHEREAS, under the date 04/13/2015, I-we SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC as Principal, and AMERICAN CONTRACTORS INDEMNITY CO as Surety, executed in favor of the City of Los Angeles, a certain bond in the sum of FIVE HUNDRED FORTY SIX THOUSAND AND NO/100 Dollars (\$546,000.00) guaranteeing construction of certain public improvements located at-in TRACT MAP NO. 66892 AND DIR 2014-1795-SPP-SPPA to be completed on or before 12/13/2023, and

WHEREAS, the Principal(s) and Surety have agreed to amend said bond by

CHANGING THE PRINCIPAL NAME ON THIS BOND FROM

SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC TO

CIRCA 1200 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, the Obligee is willing to accept said amendments, as agreed,


NOW THEREFORE, it is agreed by the undersigned Principal(s) and Surety on said bond that the time for performance shall hereby be on or before 12/13/2023

and it is hereby expressly agreed that the effective date of this rider is the date of its acceptance by the City, and all other terms and conditions shall remain the same as originally written.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on October 23<sup>rd</sup>, 20 18.

Principal Signatories

**SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC**

  
\_\_\_\_\_  
W. Scott Robb

SURETY: AMERICAN CONTRACTORS INDEMNITY COMPANY

By:  ADAM FEINBERG, (Attorney-in-Fact)

Surety's Address: 801 S. FIGUEROA STREET, SUITE 700, LOS ANGELES, CA 90017

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

## 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 LOS ANGELES

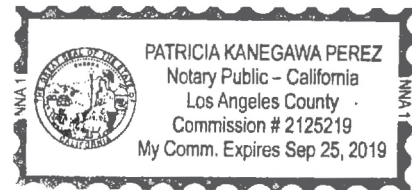
On October 23, 2018 before me, PATRICIA KANEGAWA PEREZ, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Mester, Adam Feinberg, Porntip Tah Carazza, Carla Pineda, Antonia Doncheva,  
Kevin Vong or Michael Zablan of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

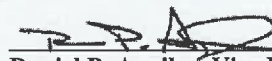
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

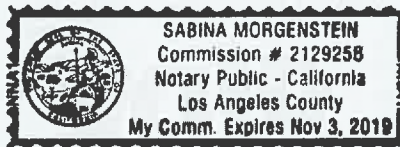
  
Daniel P. Aguilar, Vice President

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State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of October, 2018.

Corporate Seals

Bond No. 160268966  
Agency No. 9012



  
Kio Lo, Assistant Secretary



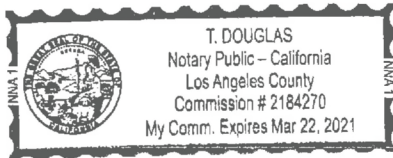
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 October 23, 2018 before me, T. Douglas, notary public  
Date Here Insert Name and Title of the Officer  
 personally appeared W. Scott Dobbin  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: General Bond Rider  
 Document Date: 10/22/2018 Number of Pages: 1  
 Signer(s) Other Than Named Above: NA

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: <u>W. Scott Dobbin</u>	Signer's Name: _____
<input checked="" type="checkbox"/> Corporate Officer – Title(s): <u>President</u>	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: <u>Circa 1250, LLC</u>	Signer is Representing: _____

Cen  
CD#14

APPROVED FOR THE  
CITY ENGINEER BY  
BOND CONTROL

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 **SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, 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 as:

**TRACT MAP NO. 66892 AND DIR 2014-1795-SPP-SPPA**

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 **FIVE HUNDRED FORTY SIX THOUSAND AND NO/100 Dollars (\$546,000.00)**.

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.

**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 Engineering.

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.

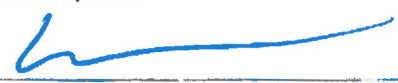
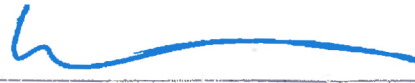


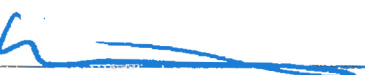
Continuation Sheet For.

**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.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named  
SUBDIVIDER on April 9th, 20 15.

**SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC**

Series JHJ:  Series GER:   
Series HAL:  Series WLR:   
Series AMS: 

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

District Design Office: **CENTRAL**

Council District No.: 14

Date Issued: **02/05/2015**

Location: **1200 SOUTH FIGUEROA STREET, FIGUEROA ST (E/S), 12TH ST (S/S), FLOWER ST (W/S) AND ALLEY**

# 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 Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

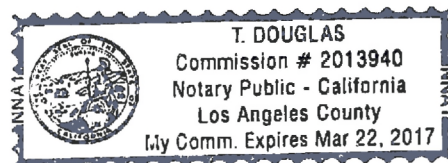
(here insert name and title of the officer)

personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement & Contract Number of Pages: 4

Document Date: 02/05/2015 Other: Series JHJ of LR 1220 Fig Investors



# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

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Public,

Date

(here insert name and title of the officer)

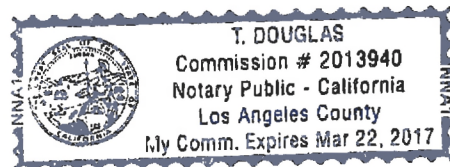
personally appeared W. Scott Dobbins

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.

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WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement & Contract Number of Pages: 4

Document Date: 02/05/2015 Other: Series HAL of LR 1220 Fig Investors

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COUNTY OF Los Angeles }

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Public,

Date

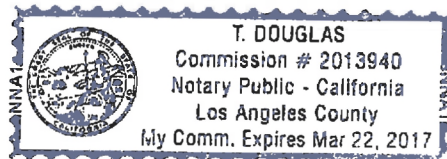
(here insert name and title of the officer)

personally appeared W. Scott Dobbins

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.

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WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement & Contract Number of Pages: 4

Document Date: 02/05/2015 Other: Series AMS of LR 1220 Fig Investors

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

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Public,

Date

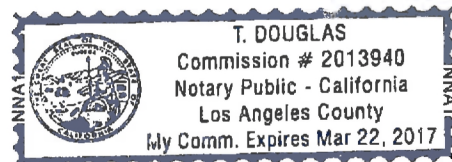
(here insert name and title of the officer)

personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement & Contract Number of Pages: 4

Document Date: 02/05/2015 Other: Series GER of LR 1220 Fig Investors



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COUNTY OF Los Angeles }

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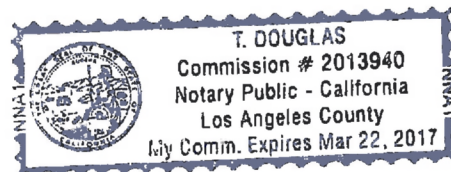
personally appeared W. Scott Dobbins

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WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Agreement & Contract Number of Pages: 4

Document Date: 02/05/2015 Other: Series WLR of LR 1220 Fig Investors

**\*\*CORRECTED DUPLICATE ORIGINAL\*\***

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

**CENTRAL**

District/Division Design Office  
Council District No. 14  
Date Issued: 02/05/2015

**APPROVED FOR THE  
CITY ENGINEER BY**

**BOND CONTROL**

100268966  
**SURETY'S BOND NO.**

**CAO-RISK MGMT. NO.**

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE, SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC**

as **PRINCIPAL** and AMERICAN CONTRACTORS INDEMNITY COMPANY a corporation incorporated under the laws of the State of CALIFORNIA 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 FIVE HUNDRED FORTY SIX THOUSAND AND NO/100 Dollars (\$546,000.00)** . . 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:

**TRACT MAP NO. 66892 AND DIR 2014-1795-SPP-SPPA**

**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.

Continuation Sheet For:

**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 named PRINCIPAL and SURETY on APRIL 9TH, 20 15.

Principal Signatories

SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC

ies JHJ: [Signature] Series GER: [Signature]  
ies HAL: [Signature] Series WLR: [Signature]  
ies AMS: [Signature]

SURETY: AMERICAN CONTRACTORS INDEMNITY COMPANY

By: [Signature] MICHAEL CHALEKSON (Attorney-in-Fact)

Surety's Address: 601 SOUTH FIGUEROA STREET, SUITE 1600, LOS ANGELES, CA 90017



## 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 LOS ANGELES )

On 04/09/15 before me, PATRICIA M. KANEGAWA, NOTARY PUBLIC  
(insert name and title of the officer)

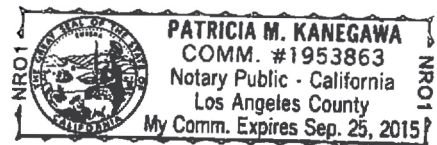
personally appeared MICHAEL CHALEKSON  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)



# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

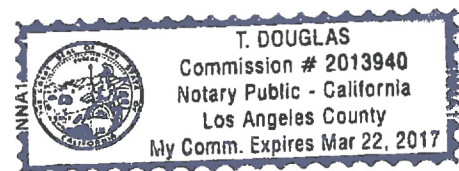
personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Performance Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series JHJ of LR 1220 Fig Investors

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

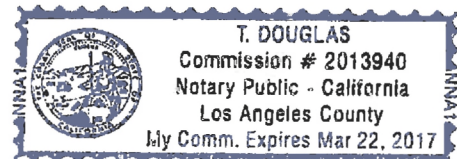
personally appeared W. Scott Dobbins

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Performance Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series HAL of LR 1220 Fig Investors



# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

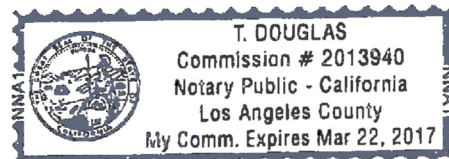
personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Performance Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series AMS of LR 1220 Fig Investors

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

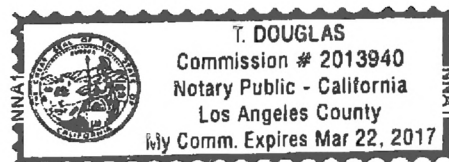
personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Performance Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series GER of LR 1220 Fig Investors

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

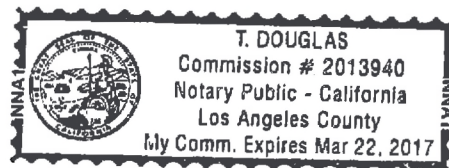
personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

## Description of Attached Document

Title or Type of Document: Performance Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series WLR of LR 1220 Fig Investors

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

APPROVED FOR THE  
CITY ENGINEER BY 100268966  
SURETY'S BOND NO.

**CENTRAL**

**BOND CONTROL**

District/Division Design Office  
Council District No. 14  
Date Issued: **02/05/2015**

**CAO-RISK MANAGEMENT NO.**

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC**

as PRINCIPAL and AMERICAN CONTRACTORS INDEMNITY COMPANY a corporation incorporated under the laws of the State of CALIFORNIA and authorized by the laws of the State of California to execute bonds and undertakings as surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **TWO HUNDRED SEVENTY THREE THOUSAND AND NO/100 Dollars (\$273,000.00)**, 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 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:

**TRACT MAP NO. 66892 AND DIR 2014-1795-SPP-SPPA**

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.



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.

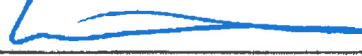
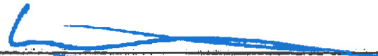

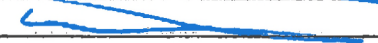

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to plans and specifications for the work to be performed, shall in any manner affect its obligations on this bond, and it does 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 been duly executed by the above named PRINCIPAL and SURETY on APRIL 9TH, 20 15.

Principal Signatories

Principal Signatories

**SERIES JHJ OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES HAL OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES AMS OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES GER OF LR 1220 FIG INVESTORS SERIES, LLC; SERIES WLR OF LR 1220 FIG INVESTORS SERIES, LLC**

Series JHJ:		Series GER:	
Series HAL:		Series WLR:	
Series AMS:			

SURETY: AMERICAN CONTRACTORS INDEMNITY COMPANY

By:  MICHAEL CHALEKSON (Attorney-in-Fact)

Surety's Address: 601 SOUTH FIGUEROA STREET, SUITE 1600, LOS ANGELES, CA 90017

# 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 Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

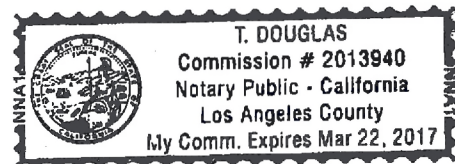
personally appeared W. Scott Dobbins

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

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

WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

## Description of Attached Document

Title or Type of Document: Payment Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series JHJ of LR 1220 Fig Investors

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

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Public,

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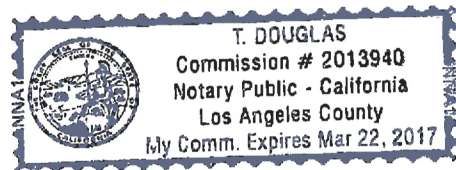
personally appeared W. Scott Dobbins

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Payment Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series HAL of LR 1220 Fig Investors

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

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Public,

Date

(here insert name and title of the officer)

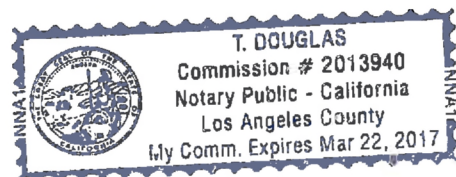
personally appeared W. Scott Dobbins

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WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Payment Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series AMS of LR 1220 Fig Investors



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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me , T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

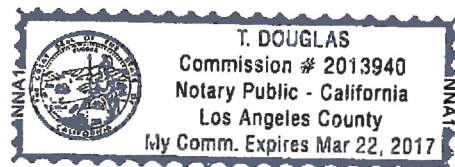
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WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

## Description of Attached Document

Title or Type of Document: Payment Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series GER of LR 1220 Fig Investors

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STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On April 9, 2015 before me, T. Douglas Notary  
Public,

Date

(here insert name and title of the officer)

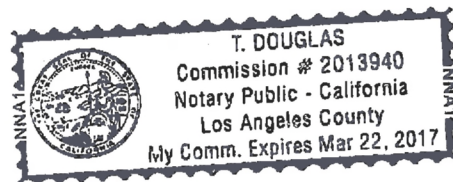
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WITNESS my hand and official seal.

Signature: [Signature] (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Payment Bond Number of Pages: 2

Document Date: 02/05/2015 Other: Series WLR of LR 1220 Fig Investors

## ACKNOWLEDGMENT

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State of California  
County of LOS ANGELES )

On 04/09/15 before me, PATRICIA M. KANEGAWA, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





# POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Mester, Adam Feinberg, Michael Chalekson, Porntip Tah Carazza, Linh Hua,  
Carla Cuadros or Holly Flickinger of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$\*\*\*\*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity for other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

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

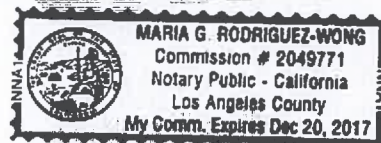
County of Los Angeles SS

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

(Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of April, 2015.

Corporate Seals

Bond No. 100269466

Agency No. 9012



Michael Chalekson, Assistant Secretary