



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage \$2,200,000.00  
Landscape Improvements \$71,000.00

Water System \$ \_\_\_\_\_  
Sewer System \$ \_\_\_\_\_  
Total \$2,271,000.00

Tract Map APN331-180-022/IP24-018  
Other Proj. Ref. Menifee Power Bank  
Street Scape  
Bond No. SPA150559 001  
Premium \$20,033.00

Surety Siriuspoint America Insurance Company  
Address 1 World Trade Ctr., 285 Fulton St., 47<sup>th</sup> Fl, Ste. 47J  
City/State New York, NY  
Zip code 10007  
Phone (212) 312-2500

Principal Nova Power, LLC  
Address 717 Texas St., #1000  
City/State Houston, TX 77002  
Zip 77002  
Phone (713) 830-2000

WHEREAS, the City Council of the City of Menifee, State of California, and **Nova Power, LLC, a Delaware limited liability company** (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 **APN331-180-022/IP24-018 Menifee Power Bank Street Scape**, which agreement(s), dated **May 2, 2024**, 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 **Siriuspoint America Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Two Million Two Hundred Seventy-One Thousand and 00/100 Dollars, (\$2,271,000.00)** lawful money of the United States, for the payment of which sum will and truly 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(s) 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 Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall 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 the City of Menifee 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(s) or to the work to be performed thereunder 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(s) or to the work or to the specifications..

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement(s) is complete, the City of Menifee 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 April 29, 2024.

NAME OF PRINCIPAL: Nova Power, LLC

AUTHORIZED SIGNATURE(S):

By: W.B. Kimzey  
Name: D. Bryan Kimzey  
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Siriuspoint America Insurance Company

AUTHORIZED SIGNATURE: [Signature]  
KD Wapato, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT 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 Los Angeles

On APR 29 2024 before me, D. Garcia, Notary Public, personally appeared KD Wapato 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 acknowledgment 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 *D. Garcia*  
D. Garcia, Notary Public



**MATERIAL AND LABOR BOND**  
 CITY OF MENIFEE, STATE OF CALIFORNIA  
 (Government Code Section 66499.2)

FOR: Streets and Drainage \$ 2,200,000.00  
 Landscape Improvements \$ 71,000.00

Tract Map APN331-180-022/IP24-018  
 Other Proj. Ref. Menifee Power Bank Street Scape

Water System \$ \_\_\_\_\_  
 Sewer System \$ \_\_\_\_\_  
 Total \$ 2,271,000.00

Bond No. SPA150559 001  
 Premium Included with the Faithful Performance Bond

Surety Siriuspoint America Insurance Company  
 Address 1 World Trade Ctr., 285 Fulton St., 47<sup>th</sup> Fl, Ste. 47J  
 City/State New York, NY  
 Zip code 10007  
 Phone (212) 312-2500

Principal Nova Power, LLC  
 Address 717 Texas St., #1000  
 City/State Houston, TX 77002  
 Zip 77002  
 Phone (713) 830-2000

WHEREAS, the City Council of the City of Menifee, State of California, and **Nova Power, LLC, a Delaware limited liability company**, (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 **APN331-180-022/IP24-018 Menifee Power Bank Street Scape**, which agreement(s), dated **May 2, 2024**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Two Million Two Hundred Seventy-One Thousand and 00/100 Dollars, (\$2,271,000.00)** 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 the City of Menifee 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 upon 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.

**MATERIAL AND LABOR BOND**

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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.

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.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on April 29, 2024.

NAME OF PRINCIPAL: Nova Power, LLC

AUTHORIZED SIGNATURE(S):

By: W. B. Kimzey  
Name: W. Bryan Kimzey  
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Siriuspoint America Insurance Company

AUTHORIZED SIGNATURE: [Signature]  
KD Wapato, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

**ATTACH NOTARIAL ACKNOWLEDGMENT 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 Los Angeles

On APR 29 2024 before me, D. Garcia, Notary Public, personally appeared KD Wapato 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 acknowledgment 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 *D. Garcia*  
D. Garcia, Notary Public

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

D. Garcia, Janina Monroe, Rachel A. Mullen, Martha Barreras, Michelle Haase, B. Aleman, Edward C Spector, Ethan Spector, KD Wapato, Jennifer Ochs, Erin Brown, Marina Tapia, Sarah Campbell, Simone Gerhard, Jaren A. Marx

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: [Signature]
Melissa J. Ralph
Secretary

State of New York }

}

) ss.

County of New York

On this 17th day of August 2023, before me, a Notary Public of the State of New York in and for the County of New York duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, depose and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



[Signature]
Notary Public
My Commission expires
March 31, 2028

State of New York
County of New York

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 29 day of April, 2024



[Signature]
Melissa J. Ralph
Secretary