# CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

**BOND NO.** 606-100571-1

### MAINTENANCE BOND

for

### CITYWIDE CONCRETE REPAIRS FY2020-21 PROJECT NO. PW20-10

KNOW ALL PERSONS BY THESE PRESENT THAT

otherwise this instrument shall be void.

IE General Engineering, Inc., 1440 Beaumont Ave., Suite A2-130, Beaumont, CA 32223
NAME AND ADDRESS OF CONTRACTOR
a <u>Corporation</u> (hereinafter called "Principal"), and (fill in whether a Corporation, Partnership, or Individual)
United States Fire Insurance Company, 305 Madison Ave., Morristown, NJ 07962
NAME AND ADDRESS OF SURETY
(hereinafter called "Surety"), are held and firmly bound unto CITY OF TEMECULA (hereinafter called "Owner") in the penal sum of Eighteen Thousand One Hundred Twenty-Eight DOLLARS AND 55/100 CENTS (\$ 18,128.55 ) in lawful money of the United States, said sum being not less than ten percent of the Contract value payable by the said City of Temecula under the terms of the Contract, for the payment of which, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the day of December, 2020, a copy of which is hereto attached and made a part hereof for the construction of CITYWIDE CONCRETE REPAIRS FY2020-21, PROJECT NO. PW20-10.
WHEREAS, said Contract provides that the Principal will furnish a bond conditioned to guarantee for the period of <u>one</u> year after approval of the final estimate on said job, by the Owner, against all defects in workmanship and materials which may become apparent during said period; and
WHEREAS, the said Contract has been completed, and was the final estimate approved on this the $\frac{2nd}{}$ day of $\frac{July}{}$ .
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within one year from the date of approval of the final estimate on said job pursuant to the Contract, the work done under the terms of said Contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue,

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

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 the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

Signed and sealed this 6th day of	August , 20 21 .
(Seal)	
SURETY: United States Fire Insurance Compar	ny PRINCIPAL: IE General Engineering, Inc.
By: MULES	Ву:
Mark D. Leskanic	Vincenzo Nanci
(Name) Attorney-in-Fact	(Name) President
(Title)	(Title)
	Ву:
APPROVED AS TO FORM:	
	(Name)
Peter M. Thorson, City Attorney	(Title)

<u>NOTE:</u> Signatures of two corporate officers required for corporations. A Notarial Acknowledgement or Jurat must be attached for each of the Surety and Principal Signatures.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California	}
County of Riverside	}
On, August 10,2021 before me,	(Here insert name and title of the officer)
personally appeared Vincenzo	Janci -
who proved to me on the basis of satisf	actory evidence to be the person(s) whose
name(s) (s/are subscribed to the within	instrument and acknowledged to me that
his her/their signature(s) on the instrum	er/their authorized capacity(jes), and that by ent the person(s), or the entity upon behalf of
which the person(s) acted, executed the	e instrument.
I certify under PENALTY OF PERJURY	under the laws of the State of California that
the foregoing paragraph is true and cor	rect.
	DANA L. CAMPBELL COMM # 2282589 10
WITNESS my hand and official seal.	NOTARY PUBLIC -CALIFORNIA WI RIVERSIDE COUNTY MY COMM. EXP. MAR. 26, 2023
Lava I Lall	RI SOURCE STOP HOW
Notary Public Signature (No	otary Public Seal)
•	
ADDITIONAL OPTIONAL INFORMATI	INSTRUCTIONS FOR COMPLETING THIS I  This form complies with current California statutes regarding nota.
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Ackno from other states may be completed for documents being sent to that
Maintenance, Bond	as the wording does not require the California notary to violate Cal law.
(Title or description of attached document)	State and County information must be the State and County when
Bowd No - 606 - 1805 /   - (Title or description of attached document continued)	signer(s) personally appeared before the notary public for acknowl  Date of notarization must be the date that the signer(s) personally
	must also be the same date the acknowledgment is completed.  The notary public must print his or her name as it appears w
Number of Pages Document Date 8 6 262	commission followed by a comma and then your title (notary publ Print the name(s) of document signer(s) who personally appear
CAPACITY CLAIMED BY THE SIGNER	notarization.  Indicate the correct singular or plural forms by crossing off inco
☐ Individual (s)	he/she/they. is /are ) or circling the correct forms. Failure to correct information may lead to rejection of document recording.
☐ Corporate Officer	<ul> <li>The notary seal impression must be clear and photographicall</li> </ul>
(Title)	Impression must not cover text or lines. If seal impression smud sufficient area permits, otherwise complete a different acknowledg
☐ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file w</li> </ul>

2015 Version www.NetaryClasses.com 500-573-9865

Attorney-in-Fact

Trustee(s)

Other

### ETING THIS FORM

tes regarding notary wording and, e document. Acknowledgments s being sent to that state so long tary to violate California notary

- and County where the document public for acknowledgment.
- gner(s) personally appeared which is completed.
- e as it appears within his or her title (notary public).
- personally appear at the time of
- crossing off incorrect forms (i.e. is. Failure to correctly indicate this ecording.
- id photographically reproducible. impression smudges, re-seal if a ferent acknowledgment form.
- signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document with a staple.

marviduai Acknowledgment	
State of	_}
County of	} ss: _}
On this	day of, 2021, before me personally came
described in and who executed the executed the same	to me known and known to me to be the individual foregoing instrument, and acknowledged to me that he/sho
My commission expires	N-4 D. L.P.
	Notary Public
Principal Acknowledgment	
State of	}
County of	} ss:
County of	}
On this	day of 2021 before
came	day of, 2021, before me personally to me known and who being by me duly sworn, did depose
and say that he is the	of the corporation described in
and which executed the above instru	ament; that he knows the seal of said corporation, that the
seal affixed to said instrument is suc	ch corporate seal; that it was so affixed by order of the Board
of Directors of said corporation, and	I that he signed his/her name thereto by like order.
My commission auries	
wiy commission expires	Notary Public
Surety Acknowledgment	
State of <u>Massachusetts</u>	}
	} ss:
County of Middlesex	}}
On this 6th day	of August , 2021, before me personally came
Mark D. Leskanic to me known, who	o, being by me duly sworn, did depose and say that he/she is an
attorney-in-fact of United States Fir	the Insurance Company the corporation described in and which
executed the within instrument; that	he knows the corporate seal of said corporation; that the seal
affixed to the within instrument is su	ach corporate seal, and that he signed the said instrument and
affixed the said seal as Attorney-in-F	Fact by authority of the Board of Directors of said corporation
and by authority of this office under	the Standing Resolutions thereof.
My commission expires 9/26/202	25 Vist & Manage
	Notary Public
	KRISTINE. YEAGER
	( Notary Public, Commonwealth of Massachusells
	My Commission Expires September 26, 2025

# UNITED STATES FIRE INSURANCE COMPANY 1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

## STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

#### AT DECEMBER 31, 2019

ASSETS				_
Bonds (Amortized Value)	ASSETS			
Preferred Stocks (Market Value)			1 170 762 170	
Common Stocks (Market Value)   1,285,247,527   4,575,000   4,575	Preferred Stocks (Market Value)			
Montage Loans (Market Value)	Common Stocks (Market Value)			
Cash, Cash Equivalents, and Short Term Investments.         669,919,204           Derivatives.         7,268,292           Other Invested Assets.         263,067,722           Investment Income Due and Accrued.         12,069,093           Premiums and Considerations         307,501,153           Amounts Recoverable from Reinsurers.         41,921,190           Funds Held by or Deposited with Reinsured Companies         18,044,399           Current Income Taxes Recoverable.         3123,199           Net Deferred Tax Asset.         770,616,521           Electronic Data Processing Bujupment.         2,530,714           Receivables from Parent, Subsidiaries and Affiliates         189,801,729           Other Assets.         88,380,069           TOTAL ASSETS         88,380,069           TOTAL ASSETS.         \$4,444,829,190           Losses (Reported Losses Net of Reinsurance Ceded and Incurred         1,608,110,571           But Not Reported Losses Net of Reinsurance Ceded and Incurred         99,388,149           Loss Adjustment Expenses         382,336,986           Commissions Payable on Paid Losses and Loss Adjustment Expenses         39,388,149           Loss Adjustment Expenses         38,812,009           Taxes, Licenses and Fees (Excluding Feeral Income Taxes)         4,242,914           Unearned P	Mortgage Loans (Market Value)			
Derivatives	Cash, Cash Equivalents, and Short Term Investments		, ,	
Other Invested Assets         263,067,722           Investment Income Due and Accrued.         12,069,093           Premiums and Considerations.         307,501,153           Amounts Recoverable from Reinsurers         41,921,190           Funds Held by or Deposited with Reinsured Companies.         18,044,399           Current Income Taxes Recoverable.         3,123,199           Net Deferred Tax Asset.         170,616,521           Electronic Data Processing Equipment         2,530,714           Receivables from Parent, Subsidiaries and Affiliates.         189,801,729           Other Assets         88,380,069           TOTAL ASSETS.         \$8,380,069           Losses (Reported Losses Net of Reinsurance Ceded and Incurred         1,608,110,571           But Not Reported Losses Net of Reinsurance Ceded and Incurred         99,388,149           Loss Adjustment Expenses.         99,388,149           Loss Adjustment Expenses.         99,388,149           Loss Adjustment Expenses.         6,450,761           Other Expenses (Excluding Taxes, Licenses and Pees).         5,812,009           Taxes, Licenses and Fees (Excluding Federal Income Taxes)         24,123,914           Uncarned Premiums         622,338,241           Advance Premium Premiums Payable.         40,131,340           Punds Held by Company u	Derivatives		, ,	
Investment Income Due and Accrued.   12,069,093   Premiums and Considerations.   307,501,153   307	Other Invested Assets		, ,	
Premiums and Considerations   307,501,153	Investment Income Due and Accused			
Amounts Recoverable from Reinsurers	Premiums and Considerations			
Funds Held by or Deposited with Reinsured Companies. 18,044,399 Current Income Taxes Recoverable. 3,123,199 Net Deferred Tax Asset. 170,616,521 Electronic Data Processing Equipment. 2,530,714 Receivables from Parent, Subsidiaries and Affiliates. 189,801,729 Other Assets. 88,380,669  TOTAL ASSETS. 88,380,669  TOTAL ASSETS. 189,801,729  LIABILITIES, SURPLUS & OTHER FUNDS  LOSSES (Reported Losses) 1,608,110,571 Reinsurance Payable on Paid Losses and Loss Adjustment Expenses 99,388,149 Loss Adjustment Expenses. 382,336,986 Commissions Payable, Contingent Commissions and Other Similar Charges. 6,450,761 Other Expenses (Excluding Taxes, Licenses and Fees) 58,812,009 Taxes, Licenses and Fees (Excluding Federal Income Taxes) 14,123,914 Uncarned Premiums. 622,338,241 Advance Premium. 10,107,620 Ceded Reinsurance Premiums Payable. 40,131,540 Funds Held by Company under Reinsurance Treaties. 30,307,801 Amounts Withheld by Company for Account of Others. 87,984,822 Provision for Reinsurance. 1,244,113 Payable to Parent, Subsidiaries and Affiliates. 4,801,800 Other Liabilities 62,614,441  TOTAL LIABILITIES. \$1,000 Common Capital Stock. 14,943,000 Gross Paid In and Contributed Surplus 1,374,911,940 Unassigned Funds (Surplus) 1,374,911,940 Unassigned Funds (Surplus) 1,400,602,742	Amounts Parameralla from Parameran			
Net Deferred Tax Asset.	Funds Held by as Descrited with Primary I Co.			
Net Deferred Tax Asset	Current Income Trans Proposited with Reinsured Companies.			
Electronic Data Processing Equipment	Current income taxes Recoverable.		3,123,199	
Commissions Payable, Contingent Commissions and Other Similar Charges (Excluding Faderal Income Taxes).   1,608,110,571	Net Deterred 14X Asset		170,616,521	
Common Capital Stock   Sassasses   Sassa	Electronic Data Processing Equipment.		2,530,714	
Liabilities   Surplus & Other Funds	Receivables from Parent, Subsidiaries and Affiliates		189,801,729	
Liabilities   Surplus & Other Funds	Other Assets		88,380,069	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)	TOTAL ASSETS.	\$	4,444,829,190	
Taxes, Licenses and Fees (Excluding Federal Income Taxes).         24,123,914           Uncarned Premiums.         622,338,241           Advance Premium.         10,107,620           Ceded Reinsurance Premiums Payable.         40,131,540           Funds Held by Company under Reinsurance Treaties.         30,307,801           Amounts Withheld by Company for Account of Others.         87,984,822           Provision for Reinsurance.         1,244,113           Payable to Parent, Subsidiaries and Affiliates.         4,801,800           Other Liabilities.         62,614,441           TOTAL LIABILITIES.         \$ 3,038,752,768           Common Capital Stock.         14,943,000           Gross Paid In and Contributed Surplus.         1,374,911,940           Unassigned Funds (Surplus).         16,221,482           Surplus as Regards Policyholders.         1400,076,472	But Not Reported Losses)		99,388,149 382,336,986 6,450,761	
Uncarned Premiums         622,338,241           Advance Premium.         10,107,620           Ceded Reinsurance Premiums Payable.         40,131,540           Funds Held by Company under Reinsurance Treaties.         30,307,801           Amounts Withheld by Company for Account of Others.         87,984,822           Provision for Reinsurance.         1,244,113           Payable to Parent, Subsidiaries and Affiliates.         4,801,800           Other Liabilities.         62,614,441           TOTAL LIABILITIES.         \$ 3,038,752,768           Common Capital Stock.         14,943,000           Gross Paid In and Contributed Surplus.         1,374,911,940           Unassigned Funds (Surplus).         16,221,482           Surplus as Regards Policyholders.         1,400,076,472	Toyon Licenses and Face (Targlettics E. J.			
Advance Premium. 10,107,620 Ceded Reinsurance Premiums Payable. 40,131,540 Funds Held by Company under Reinsurance Treaties 30,307,801 Amounts Withheld by Company for Account of Others 87,984,822 Provision for Reinsurance. 1,244,113 Payable to Parent, Subsidiaries and Affiliates 4,801,800 Other Liabilities 62,614,441  TOTAL LIABILITIES \$3,038,752,768  Common Capital Stock. 14,943,000 Gross Paid In and Contributed Surplus 1,374,911,940 Unassigned Funds (Surplus). 16,221,482 Surplus as Regards Policyholders. 1400,076,472	Linux and Prominer			
Ceded Reinsurance Premiums Payable.         40,131,540           Funds Held by Company under Reinsurance Treaties         30,307,801           Amounts Withheld by Company for Account of Others         87,984,822           Provision for Reinsurance.         1,244,113           Payable to Parent, Subsidiaries and Affiliates.         4,801,800           Other Liabilities         62,614,441           TOTAL LIABILITIES         \$ 3,038,752,768           Common Capital Stock.         14,943,000           Gross Paid In and Contributed Surplus         1,374,911,940           Unassigned Funds (Surplus).         16,221,482           Surplus as Regards Policyholders.         1406,076,472	Advance Programmes			
Funds Held by Company under Reinsurance Treaties         30,307,801           Amounts Withheld by Company for Account of Others         87,984,822           Provision for Reinsurance         1,244,113           Payable to Parent, Subsidiaries and Affiliates         4,801,800           Other Liabilities         62,614,441           TOTAL LIABILITIES         \$ 3,038,752,768           Common Capital Stock         14,943,000           Gross Paid In and Contributed Surplus         1,374,911,940           Unassigned Funds (Surplus)         16,221,482           Surplus as Regards Policyholders         1,400,076,422	Coded Deliminary Code Deliminary		10,107,620	
Amounts Withheld by Company for Account of Others.         87,984,822           Provision for Reinsurance.         1,244,113           Payable to Parent, Subsidiaries and Affiliates.         4,801,800           Other Liabilities.         62,614,441           TOTAL LIABILITIES.         \$ 3,038,752,768           Common Capital Stock.         14,943,000           Gross Paid In and Contributed Surplus.         1,374,911,940           Unassigned Funds (Surplus).         16,221,482           Surplus as Regards Policyholders.         1406,076,472	Ceded Reinsurance Premiums Payable.		40,131,540	
Provision for Reinsurance	Punds Held by Company under Reinsurance Treaties		30,307,801	
Payable to Parent, Subsidiaries and Affiliates.         4,801,800           Other Liabilities.         62,614,441           TOTAL LIABILITIES.         \$ 3,038.752,768           Common Capital Stock.         14,943,000           Gross Paid In and Contributed Surplus.         1,374,911,940           Unassigned Funds (Surplus).         16,221,482           Surplus as Regards Policyholders.         1406,076,472	Amounts withheld by Company for Account of Others		87,984,822	
Other Liabilities         62,614,441           TOTAL LIABILITIES         \$ 3,038,752,768           Common Capital Stock         14,943,000           Gross Paid In and Contributed Surplus         1,374,911,940           Unassigned Funds (Surplus)         16,221,482           Surplus as Regards Policyholders         1406,076,472	Provision for Reinsurance		1,244,113	
TOTAL LIABILITIES. \$ 3,038,752,768  Common Capital Stock	Payable to Parent, Subsidiaries and Affiliates		4,801,800	
TOTAL LIABILITIES. \$ 3,038,752,768  Common Capital Stock	Other Liabilities		62,614,441	
Gross Paid In and Contributed Surplus         1,374,911,940           Unassigned Funds (Surplus)         16,221,482           Surplus as Regards Policyholders         1466,076,422	TOTAL LIABILITIES	\$	3,038,752,768	
TOTAL LIMBILTHES, SURPLUS & OTHER FUNDS\$ 4,444,829,190	Gross Paid In and Contributed Surplus		1,374,911,940 16,221,482 1,406,076,422	
	TOTAL LIMBILTHES, SURPLUS & UTHER FUNDS	5	4,444,829,190	

I, Carmine Scuglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 3rd day of March, 2020. UNITED STATES FIRE INSURANCE COMPANY

# POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

03094

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark Leskanic. Matthew Leskanic. Greg Angel

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate scal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF.** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.



Anthony R. Slimowicz, Executive Vice President

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey}
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2024 NO. 2163686

Sonia Scala

(Notary Public)

I. the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the <sup>6th</sup>day of August 2021



UNITED STATES FIRE INSURANCE COMPANY

Peter M. Quinn, Senior Vice President

### **DURABLE POWER OF ATTORNEY**

#### **IMPORTANT INFORMATION**

This Power of Attorney authorizes another person (your Agent) to make decisions concerning your property for you (the Principal). Your Agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act.

This Power of Attorney does not authorize the Agent to make healthcare decisions for you.

You should select someone you trust to serve as your Agent. Unless you specify otherwise, generally the Agent's authority will continue until you die or revoke the Power of Attorney, or the Agent resigns or is unable to act for you.

Your Agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one Agent. If you wish to name more than one Agent, you may name a Co-Agent in the Special Instructions. Co-Agents are not required to act together unless you include that requirement in the Special Instructions.

If your Agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a Successor Agent. You may also name a second Successor Agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the Power of Attorney or the authority you are granting to your Agent, you should seek legal advice before signing this form.

1. APPOINTMENT OF MY AGENT. I, Gene Mathew Parker (hereinafter referred to as "Principal"), hereby execute this Durable Power of Attorney appointing the following named individual as my "Agent" (also known as Attorney-in-Fact):

Name: Giovanni Agostino Nanci or Vincenzo A. Nanci

Address: 24304 Topacio Ct

Wildomar, California 92595 Phone Number: 951-760-8825

- 2. EFFECTIVENESS. This shall be effective from when I sign it. The authority of my Agent, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive.
- 3. AGENT AS FIDUCIARY. I give my Agent the powers specified in this Durable Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.
- 4. GENERAL AUTHORITY TO ACT. Except where specifically limited herein, I hereby grant my Agent, including any Successors or Co-Agents, the general authority to act on my behalf in the following subjects: (INITIAL ALL POWERS THAT APPLY)
  - a. Commodities and options
  - b. Banks and financial institutions on behalf of IE General Engineering, Inc
  - c. Operation of entity or business on behalf of IE General Engineering, Inc
- 5. SPECIFIC ACTS AUTHORIZED. In addition to the general powers authorized above, I specifically authorize my Agent to perform the following acts: (INITIAL ALL POWERS THAT APPLY)
  - a. \_\_\_\_ After-Acquired Property. The powers granted to my Agent in this instrument are exercisable equally with respect to interests in property I own when this instrument is executed and after-acquired property interests, wherever the property is located, and whether or not the powers are exercised or the Durable Power of Attorney is executed in the same state.
  - **b.** Designate Rights of Survivorship. The power to create or amend designations of rights of survivorship.
  - c. Designate Beneficiaries. The power to create or amend designations of Beneficiaries. In regards to IE General Engineering, Inc.
  - **d.** Delegate Powers. The power to delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument.
  - e. Waive Principal's Rights. The power to waive Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
  - f. Exercise Fiduciary Powers. The power to exercise fiduciary powers validly delegated by Principal.

- Refuse Property Interests. The power to disclaim, refuse, or release an interest in property or a power of appointment. Gifts to Agent. Notwithstanding any other provision in this Durable Power of Attorney, my Agent may make gifts in amounts not to exceed the annual federal gift tax exclusion to him or herself but only if my Agent is in need of funds to meet the reasonable expenses of the following: support in accordance with my Agent's accustomed manner of living; medical, dental, hospital, and nursing services, and other costs relating to the health care of my Agent; and my Agent's education. Nominating a Conservator. If proceedings are initiated for the appointment of a Conservator of my person or my estate or both, I authorize my Agent to nominate whomever he or she believes is appropriate as Conservator of my person or my estate or both, including appointing him or herself. I authorize my Agent to waive the requirement of a bond for any person appointed, if he or she believes a waiver is appropriate. Restrictions on Property Management Powers. Notwithstanding any other provision in this instrument, my Agent does not have any of the following powers related to property management: to use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support; to exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent; or to exercise powers of a trustee under an irrevocable trust of which my Agent is the settler and of which I am a trustee. k. Beneficial Use. If my Agent is not my ancestor, descendant, or spouse, my Agent MAY use my property to Agent's own benefit and/or for supporting someone to whom
- **6. ADDITIONAL INSTRUCTIONS.** I further instruct my Agent as follows:
  - a. Sign on Behalf of any or all matters concerning IE General Engineering, Inc.

### 7. AMPLIFYING POWERS

### a. Compensation

- i. My Agent will be entitled to reasonable compensation for services rendered as Agent under this Durable Power of Attorney. Factors that should be considered in determining the amount of compensation are as follows:
  - A. The time expended by my Agent

the Agent owes a support obligation.

B. The value of the property over which my Agent exercises control and management

- C. The complexity of the transactions entered into by my Agent
- ii. My Agent may pay the compensation from my assets, and must keep records of the services performed, the time spent in performing them, and the date and amount of each payment.
- b. Reimbursement for Costs and Expenses. My Agent will be entitled to reimbursement from my property for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.
- c. Reliance by Third Parties. To induce third parties to rely on the provisions of this instrument, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described in this instrument. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance on this power for damages or liability incurred as a result of that reliance.
- d. Ratification. I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my Agent will bind me, my estate, my heirs, successors, and assigns.
- e. Exculpation of Agent. My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but will be liable for any willful misconduct or gross negligence.
- f. Revocation and Amendment. I revoke any and all Durable Powers of Attorney that I have executed before executing this Durable Power of Attorney. I retain the right to revoke or amend this Durable Power of Attorney and to substitute other agents in place of my Agent. Amendments to this Durable Power of Attorney must be made in writing by me personally. They must be attached to the original of this document and, if the original is recorded, must be recorded in the same county or counties as the original, although failure to record any amendment will not alter its affect.

## 8. GENERAL PROVISIONS

- a. Signature of Agent. My Agent must use the following form when signing on my behalf pursuant to this Durable Power of Attorney: [Principal] by [Agent], his or her Agent.
- **b.** Severability. If any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power, and all invalid provisions will be wholly disregarded.

- c. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.
- **d.** Reliance on This Durable Power of Attorney. Any person, including my Agent, may act in reliance upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is no longer valid.

This Durable Power of Attorney is executed by me on 11-13-19, in California.

Name: Gene Mathew Parker

Signature:

SSN or TIN: 47-3436175

Address: 37097 Winged Foot Beaumont, California 92223

Phone Number: 951-230-3735

# NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as Agent (also known as Attorney-in-Fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include the following:

- 1. The legal duty to act solely in the interest of Principal and to avoid conflicts of interest
- 2. The legal duty to keep Principal's property separate and distinct from any other property owned or controlled by you

You may not transfer Principal's property to yourself without full and adequate consideration or accept a gift of Principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of Principal's property. If you transfer Principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If Principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may also be sued in civil court.

You must stop acting on behalf of Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney; for example, the death of Principal; Principal's revocation of this Power of Attorney or your authority; or, if you are married to Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Power of Attorney state that such an action will not terminate your authority.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as Agent (Attorney-in-Fact) under the terms of this Power of Attorney.

ACCEPTANCE BY AGENT

Name: Giovanni Agostino Nanci

Signature:

Dated:

### NOTARY 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 Piversicle	

On 10 V 13, LO 19 (date), before me, Arrel Cardora Notary public (notary), personally appeared Gene Mathew Parker, 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

ARIEL CARDUZA
Notary Public - California
Riverside County
Commission # 2178134
My Comm. Expires Jan 1, 2021